

WORKSHOP

PUBLIC UTILITY COMMISSION

PROJECT NOS. 20400 & 22165

FRIDAY, JUNE 9, 2000

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TRANSCRIPT OF PROCEEDINGS

BEFORE THE

PUBLIC UTILITY COMMISSION OF TEXAS

AUSTIN, TEXAS

SECTION 271 COMPLIANCE) PROJECT NO.

MONITORING OF SOUTHWESTERN BELL) 20400

TELEPHONE COMPANY OF TEXAS)

IMPLEMENTATION OF DOCKET NOS.) PROJECT NO.

20226 AND 20272) 22165

WORKSHOP

FRIDAY, JUNE 9, 2000

BE IT REMEMBERED THAT AT 9:45 a.m., on

Friday, the 9th day of June 2000, the
above-entitled matter came on for hearing at the
Public Utility Commission of Texas, 1701 North
Congress Avenue, Austin, Texas 78701, before
DONNA NELSON, NARA SRINIVASA and PATRICIA
ZACHARIE; and the following proceedings were
reported by Lou Ray and Rachelle Latino,
Certified Shorthand Reporters of:

1 MR. LOCUS: John Locus,
2 Southwestern Bell.
3 MR. MAPES: Andy Mapes,
4 Southwestern Bell.
5 MS. NELSON: If you're in the
6 audience, you need to stand up when you speak
7 for the Court Reporter to hear you. And if you
8 don't stand up, every time you don't stand up
9 I'm going to ask you to stand up. So please do
10 it.
11 MR. COWLISHAW: Pat Cowlishaw,
12 AT&T, and Eva Fettig is here also.
13 MR. SAUDER: T.J. Sauder, Birch
14 Telecom.
15 MS. MCCALL: Cindy McCall,
16 WorldCom.
17 MS. EMCH: Marsha Emch, WorldCom.
18 MR. KIGHT: Jim Kight with Sprint.
19 MS. NELSON: Okay, now we'll take
20 appearances of counsel for each of the parties.
21 MS. MARONE: Cynthia Marone,
22 Southwestern Bell.
23 MS. BOURIANOFF: Michelle
24 Bourianoff, AT&T.
25 MR. WAKEFIELD: Good morning, Your

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1 PROCEEDINGS
2 FRIDAY, JUNE 9, 2000
3 (9:45 A.M.)
4 MS. NELSON: Okay. Let's go on
5 the record in Project No. 20400, Section 271,
6 Compliance Filing of Southwestern Bell Telephone
7 Company of Texas; Project No. 22165,
8 Implementation of Docket Nos. 20226 and 20272.
9 This is a workshop on performance measures
10 relating to UNE, UNE-P and resell specials
11 including those related to provisioning,
12 maintenance and repair.
13 My name is Donna Nelson, and with me
14 today is Nara Srinivasa and Pat Zacharie. We'll
15 start by first acknowledging that our Court
16 Reporter made a very good presentation, and we
17 all need to be respectful and not interrupt each
18 other, not talk over each other. Identify
19 yourself when you start speaking and talk
20 slowly.
21 Okay. Let's start by having the
22 subject matter experts who intend to speak today
23 identify themselves for the record.
24 MR. DYSART: Randy Dysart,
25 Southwestern Bell.

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1 Honor. Jason Wakefield on behalf of WorldCom.
2 MR. DRUMMOND: Eric Drummond, on
3 behalf of CLEC Coalition and Rhythms.
4 MS. NELSON: Okay. What we'd like
5 to do this morning is start out with PM 27, and,
6 as we go through, I know that the parties have
7 been meeting off-line and negotiating these
8 performance measures. So start by getting us a
9 status report on each of the performance
10 measures on where the parties ended up in terms
11 the of agreement on the measures. So I'll start
12 with PM 27. Mr. Dysart?
13 MR. DYSART: Randy Dysart,
14 Southwestern Bell. PM 27, the only remaining
15 issue that I'm aware of is the UNE combo
16 disaggregation by bus. and res.
17 MS. NELSON: Does anybody disagree
18 with that?
19 MS. EMCH: This is Marsha Emch
20 with WorldCom. I believe there was also an
21 issue on the expedites, and I just wanted to --
22 and we talked about some kind of solution on the
23 off-line. Could you just repeat what the offer
24 was, again?
25 MR. DYSART: Yes. Randy Dysart,

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1 Southwestern Bell. That's correct. There was
2 an expedite issue, and I apologize for not
3 mentioning that. But what I think Southwestern
4 Bell had proposed that if it's an expedite that
5 the CLEC, in fact, pays for getting an expedite
6 then that can be excluded. If we expedite the
7 order and there's no charge to the CLEC for that
8 expedite, then it would be included in the
9 measurement.

10 MS. EMCH: And WorldCom could
11 agree to that exception for the non-paid for
12 expedites.

13 MS. NELSON: Are there still other
14 expedite issues?

15 MS. EMCH: This is Marsha with
16 WorldCom. Not that I am aware of.

17 MR. DYSART: Randy Dysart, from
18 Southwestern Bell. From our standpoint, there's
19 no other issue on that.

20 MS. NELSON: So the remaining
21 issue is UNE combo disaggregation by business
22 and res.?

23 MR. DYSART: That's correct, right
24 now. And I think Mr. Cowlshaw, just prior to
25 the meeting, had mentioned a possible solution

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1 here that Southwestern Bell is considering and
2 was appreciative of that offer. I think we're
3 going to take a hard look at it. I think we
4 just haven't had quite time yet to do that.

5 MR. SRINIVASA: Well, there are
6 numerous measures where, you know, the CLECs are
7 asking for the disaggregation, specifically, as
8 it relates to UNE-P for bus. and res. I think
9 if you can outline -- Mr. Cowlshaw, outline
10 what your proposal is, at least maybe that may
11 go across numerous measures.

12 MR. COWLISHAW: What I've done is
13 made a suggestion that might resolve it across
14 the board, and I guess I'm interested in -- I
15 don't know if it's likely we're going to get a
16 response from Southwestern Bell today or it's
17 something -- what we tried to do, and the
18 concern all along, has been apples to apples.

19 You have CLECs -- if a CLEC is using a
20 UNE to serve residential customers, what they're
21 competing against in terms of Southwestern Bell
22 is essentially Southwestern Bell's comparable
23 residential service. The same if you're using
24 UNES to serve business customers. Your
25 competition is Southwestern Bell's comparable

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1 service to business customers.
2 To the extent that Southwestern Bell
3 service to its residential and business
4 customers differs significantly, then doing the
5 comparison on just a weighted average melding of
6 the two creates the possibility for an
7 inappropriate performance criterion. What we
8 tried to do was look through the data to see
9 where we saw the most -- that issue turn into
10 the greatest practical significance.

11 We had -- in our discussions off-line,
12 the meeting we had here Wednesday at y'all's
13 direction, Mr. Dysart had explained that while
14 CLECs provide the class of service on the LSR to
15 Southwestern Bell -- so that data goes into
16 Southwestern Bell's systems -- that at least to
17 date there's been a limitation on what
18 Southwestern Bell actually does with that
19 information. And so incorporating that
20 information in the performance measures, the
21 description would require some additional work.

22 And, in particular, it was an issue
23 with the maintenance measures because you have
24 the embedded base of the customers who are
25 already UNE customers, and, apparently, in

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1 wherever they're inventoried, there's no tag at
2 present associated with a particular class of
3 service with them. Or maybe there are in some
4 systems, but it was going to take some
5 identifying and some potential development work
6 to move that. At least that was the
7 description, the gist of it, as we got it on
8 Wednesday.

9 It turns out the maintenance measures,
10 and particularly the maintenance measures, are
11 where the greatest difference lies. And in
12 particular, our concern -- we've now focused on
13 maintenance for the 8dB loop customers. So when
14 you look over at mean time to restore under the
15 UNE measures, for example, and you see the
16 POTS -- you see the parity comparison that's
17 used there as the performance criterion, that's
18 a weighted average of residence and bus.

19 When you go over to the retail data
20 that you can see in the POTS measures and look
21 at the mean time to restore measure under those,
22 you'll see that there's a several-hour
23 difference in terms of the responsive -- the
24 time to restore trouble for a business customer
25 versus the time to restore a customer -- a

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1 residential customer.
2 UNES -- the 8dB loops that AT&T is
3 using at present -- and to my knowledge most
4 Texas CLECs that are using 8dB lines other than
5 for DSL, which has its own new categories under
6 these measures, are being used to serve business
7 customers. That may change over time and there
8 may be some exceptions, but it's my
9 understanding that that's the predominant usage
10 of 8dB unbundled loops.
11 Our suggestion to Southwestern Bell,
12 rather than to go into the work that they've
13 described to do the disaggregation for the
14 measures, is simply that for the UNE maintenance
15 measures for the 8dB loops -- and that would be
16 essentially measures 65 through 69 -- that for
17 the next six months, Southwestern Bell use as
18 the parity comparison their POTS service for
19 business.
20 And that if they do that, then that
21 would avoid the need to do the breakout on
22 the -- on the CLEC data, and then we could
23 reevaluate whether we thought that was still the
24 way that 8dB loops were being used at a future
25 six-month review if there was a need to change

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1 that. In any event, that's the suggestion.
2 MS. NELSON: Mr. Dysart, when did
3 Southwestern Bell intend to respond to that?
4 MR. DYSART: Randy Dysart,
5 Southwestern Bell. If we could have some time,
6 at least have some people look at it today and
7 then get back with you either by the end of the
8 day or maybe Monday. From just how it sounds,
9 it's really very -- I'm very positive about it,
10 but I just can't commit to it right at this
11 moment. But I do appreciate the offer. It
12 sounds like we're getting, I think, closer to
13 where we --
14 MR. SRINIVASA: On your retail
15 side for parity comparison, are you reporting
16 the weighted average, specifically, mean time to
17 restore maintenance layered measures or business
18 and residence POTS? Are you taking the weighted
19 average for the retail side, or are you
20 reporting it separately?
21 MR. DYSART: Randy Dysart with
22 Southwestern Bell. For the combined, it's the
23 weighted average.
24 MR. SRINIVASA: So right now the
25 way it's reported on all the reports posted on

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1 the web, there's a maintenance measure if this
2 parity for UNE loop, comparing it to POTS, then
3 on the retail side you're combining both
4 business and res.?
5 MR. DYSART: That's correct.
6 MR. SRINIVASA: So however, you do
7 capture those separately?
8 MR. DYSART: That's correct.
9 MR. SRINIVASA: How about on the
10 installation? Apparently, there's no problem
11 with that, or you're not concerned?
12 MR. COWLISHAW: The installation
13 at present is -- that is all benchmarked on the
14 UNES.
15 MR. SRINIVASA: But on the --
16 MR. COWLISHAW: And our proposal
17 is on -- on the UNE combo side, there are people
18 using UNE combos for business customers. So the
19 way to separate it out didn't appear to be as
20 available there, and, at least on the data that
21 has been reported to date, the differences in
22 performance, Southwestern Bell retail res.
23 versus business didn't appear to be as
24 significant. And so that was the basis for our
25 making the proposal the way that we did.

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1 MR. SRINIVASA: So it's not an
2 issue for PM 27. You're okay with the way
3 they're reporting now?
4 MR. COWLISHAW: If we can do this,
5 our proposal is to focus on these UNE
6 maintenance measures to put the business POTS
7 comparison in there and then live with some
8 amount of -- there may be some lack of precision
9 in the measures the way they are, but it doesn't
10 appear to be having as significant an effect, so
11 that would be the trade-off.
12 MR. SRINIVASA: So the agreement
13 on PM 27 is contingent upon whether or not
14 you're going to agree to compare UNE 8dB loop
15 maintenance performance results to your retail
16 business performance?
17 MR. DYSART: Randy Dysart,
18 Southwestern Bell. That's the way I understand
19 it.
20 MR. SRINIVASA: Okay.
21 MS. NELSON: Okay. Let's move on
22 to 28 then. Could you outline what issues
23 remain in that measure, Mr. Dysart?
24 MR. DYSART: Randy Dysart,
25 Southwestern Bell. Given what we just discussed

<p>Page 13</p> <p>1 here, I don't believe there's any remaining 2 issues that the parties haven't already agreed 3 to. I still have some correction on some 4 language as we discussed in our Wednesday 5 meeting, but I don't see any additional issues 6 outside of the -- 7 MS. NELSON: Does anybody disagree 8 with that? 9 MS. BOURIANOFF: Michelle 10 Bourianoff for AT&T. And, Randy, I just wanted 11 to clarify. I think Wednesday you indicated 12 that diagnostically for this measure, you 13 would -- Southwestern Bell would capture for the 14 next six months how often the FOC date is 15 different than the date requested. I have that 16 note. 17 MR. DYSART: Randy Dysart, 18 Southwestern Bell. That's correct. I did do 19 that. 20 MS. BOURIANOFF: I just wanted to 21 make sure that will be captured in the business 22 rule. 23 MR. SRINIVASA: However, this is a 24 Tier 1 high and Tier 2 high measure. That's 25 what you had.</p>	<p>Page 15</p> <p>1 and doing away with missed due dates, but I 2 believe Pat had brought up the point that, you 3 know, we've been looking at missed due dates for 4 so long that we will lose some history here, and 5 we want to take a look at this for six months. 6 So we decided to keep missed due date 7 measurement and make this one Tier 1, Tier 2, 8 none and look at it diagnostically. 9 Then, as Michelle pointed out, we also 10 agreed to, for a period of time, just on kind of 11 a diagnostic basis to look at a report that will 12 take a look at how many times or what percentage 13 of time Southwestern Bell returns a FOC due date 14 different than what was requested. 15 MS. NELSON: Are there any other 16 issues on this measure? 17 Okay. If you would just go over then, 18 Mr. Dysart, the changes proposed for PM 29 and 19 the issues that remain. 20 MR. DYSART: PM 29, we agreed to 21 keep that in there. And, as I recall, there are 22 no issues other than, obviously, the ones we 23 have discussed before on this measurement, 24 remaining. 25 MS. NELSON: Does anybody disagree</p>
<p>Page 14</p> <p>1 MR. COWLISHAW: We need to -- 2 MR. DYSART: This is Randy Dysart. 3 I guess I probably need to go over the things 4 that we agreed to on Tuesday or whatever day it 5 was we did this. 6 Basically, the first thing that we had 7 in there was we had a description of field work, 8 no field work and the exclusion section. We 9 decided that was more appropriate probably to be 10 included in the business rule since it's really 11 not an exclusion. It's more of a definitional 12 issues. 13 There was some change -- we need some 14 wording changes in the field work. Basically, 15 talking about when you look at the due date 16 board at the time the order is distributed, 17 there's some clarification language there. On 18 no field work orders, we need some language in 19 there to discuss, if Southwestern Bell does not 20 accept an expedite on no field work, then the 21 due date is the next -- a next day due date. 22 And we'll pretty the language up, but that's 23 kind of the basic agreement. 24 Then on the measurement type, at one 25 point we had discussed making this a high-high</p>	<p>Page 16</p> <p>1 with that? 2 Okay. PM 30, Mr. Dysart, if you would 3 just outline any changes that you agreed to on 4 Wednesday and describe any issues that are still 5 pending? 6 MR. DYSART: PM 30, I don't 7 believe there are any additions other than 8 what's been printed on the page here. And I 9 believe there are no remaining issues on this 10 measurement. 11 MR. SRINIVASA: Did CLECs concur 12 that this is going to be a diagnostic measure 13 now? Tier 1 used to be low, right? Now it is 14 none, so they did concur with that? 15 MR. COWLISHAW: AT&T concurs with 16 that; that we'll see the lack of facilities data 17 here, but we will also leave those missed due 18 dates in the missed due date measure. And so 19 for remedy purposes, they're there, and there's 20 a little bit of a potential for a problem to go 21 unremedied, but we'll at least see it 22 diagnostically, and that was an acceptable 23 change. 24 MR. SRINIVASA: Other CLECs? I 25 see some nodding. That means they concur, too.</p>

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1 MS. NELSON: PM 31.
2 MR. DYSART: PM 31, there are no
3 remaining issues on PM 31.
4 MS. NELSON: Were there any
5 changes as a result of Wednesday's meeting?
6 MR. DYSART: Not as a result of
7 Wednesday's meeting.
8 MS. NELSON: Okay. PM 32?
9 MR. DYSART: I believe PM 32,
10 there are no remaining issues.
11 MS. NELSON: From this point
12 forward, if you disagree that there are not --
13 that there are issues remaining, if you would
14 just get recognition and then outline what you
15 think those issue are from a CLEC perspective.
16 PM 33.
17 MR. DYSART: PM 33, there was an
18 agreement to eliminate this measurement.
19 MR. COWLISHAW: That's correct.
20 MS. NELSON: PM 34.
21 MR. DYSART: PM 34, Southwestern
22 Bell would propose to include the orders that
23 were canceled after the due date that were
24 caused by Southwestern Bell. We will include
25 those in the missed due date performance

1 caveat, then there is an agreement to eliminate
2 this measure?
3 MR. DYSART: That's my
4 understanding.
5 MR. COWLISHAW: It would be from
6 AT&T's perspective. My thought would be to
7 include some language to capture what Randy just
8 described in the business rule for PM 29.
9 MR. DYSART: That's correct. We
10 would have to update the language a bit in PM 29
11 to include the gist of this measurement, and
12 that should be not be a problem to do.
13 MS. NELSON: That will be done
14 when you file it next Thursday?
15 MR. DYSART: That's correct.
16 MS. NELSON: Okay. 35, PM 35.
17 MR. DYSART: PM 35, I believe the
18 only issue remaining is in relationship to how
19 the I Reports are reported. Today what
20 Southwestern Bell does is it takes anything that
21 is -- that has an I Report flag after the
22 trouble report has been closed, and that's the
23 numerator. The denominator is any order that
24 has been completed in that same month. So there
25 was a concern from AT&T's standpoint that there

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1 measurement which, I believe, is PM 28 or 29 --
2 I'm sorry -- PM 29, as requested by AT&T.
3 MR. SRINIVASA: So you count that
4 as a missed due date then? If the order got
5 canceled subsequent to the missed due date or if
6 there was -- then you are going to count that as
7 a missed due date?
8 MR. DYSART: If that missed due
9 date was caused by Southwestern Bell, we will
10 count that and include it in both the numerator
11 and denominator of PM 29.
12 MR. COWLISHAW: And, Randy, if I
13 can clarify, you'll look at whether it was a
14 Southwestern Bell-caused missed due date, I
15 understand. Are you saying you're going to look
16 into the reason for the cancellation?
17 MR. DYSART: No.
18 MR. COWLISHAW: Okay.
19 MR. DYSART: If it was a
20 Southwestern Bell-caused missed due date.
21 MR. COWLISHAW: Subsequently
22 canceled.
23 MR. DYSART: Subsequently
24 canceled.
25 MS. NELSON: Then with that

1 was a mismatch on those orders.
2 And we recognize that there is;
3 however, there is no real good way to do that
4 from Southwestern Bell's perspective that's any
5 more accurate than the way it's currently being
6 done. Plus, I believe, this is one of the items
7 that goes on some of the ARMIS reporting. It's
8 my understanding that's the way it's been
9 designed to do for there. So that's
10 Southwestern Bell's concerns on that issue.
11 MR. COWLISHAW: There is a
12 mismatch. I think we've, at least for purposes
13 of the I 10 measures, not come up with a way at
14 this point that's sufficiently superior and
15 implementable to do -- to propose something
16 specific that would be better. I did notice
17 kind of looking back through the data with
18 respect to this particular issue -- I'm looking
19 at the statewide data report for PM 35 and for
20 one of the categories, which is the NNT orders,
21 it's Measurement 35.09.
22 Under the field work category, we see,
23 with not much volume, I admit, the mismatch
24 illustrated because for March and April, under
25 the field work category, Southwestern Bell

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1 reports some trouble reports, some I 10s, being
2 received during the month, but reports zero
3 orders, and, as a result, describes the
4 percentage trouble reports as inapplicable,
5 although there were six I 10s on a base of zero.
6 At least that illustration it seems to
7 make a little bit of a difference. I don't
8 know. That may be an oddity that doesn't occur
9 very often, but -- and where the numbers are
10 bigger, we've talked about accepting this
11 mismatch.
12 MR. SRINIVASA: Well, it just
13 happened both field work and no field work was
14 in December and January.
15 MR. COWLISHAW: Right.
16 MS. NELSON: But AT&T has no
17 proposal.
18 MR. COWLISHAW: Not on the global,
19 how to redo the numerator and denominator. I
20 guess, you know, one might think that in any
21 event the denominator should be no smaller than
22 the numerator.
23 MS. NELSON: Mr. Dysart.
24 MR. SRINIVASA: This is only on
25 the N order -- NNT, excuse me.

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1 MR. DYSART: This is Randy Dysart,
2 Southwestern Bell. I recognize that there is a
3 mismatch. There's no question about that. And
4 typically when the order base is sufficient, I
5 don't believe it's going to create an issue.
6 Now, the circumstance that Pat has
7 pointed out where there is no order volume for
8 that month, it's more of a mathematical issue.
9 There's no way to come up with a mathematical
10 way with the two data points you have.
11 Now, if we, for situations like that,
12 do something and assume that where there's a
13 zero you have a one as a report -- as an I
14 Report rate or some number -- I don't even know
15 what it would be to be able to do that.
16 MR. SRINIVASA: How could this be
17 when there is no order? Was there a trouble
18 report on no order?
19 MR. DYSART: What happens
20 potentially in a situation like that is you
21 would have, for example, maybe you get an order
22 volume at the end of a month. And all of a
23 sudden now you received two trouble reports the
24 next month and there's no order activity the
25 following month. So you have two trouble

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1 tickets on a base of no orders.
2 That is a situation that apparently
3 happened, and mathematically there's no way to
4 come up with any number there. So I don't know
5 that in a situation like that probably won't
6 happen a lot, and, if the order volume is that
7 low, it may not be a big issue, anyway. I don't
8 know how to deal with that, that issue.
9 MS. NELSON: So is anybody opposed
10 to leaving it the way it is currently and just
11 monitoring it for the six months and
12 reconsidering it the next six-month review?
13 MS. BOURIANOFF: Well, Michelle
14 Bourianoff on behalf of AT&T. I was wondering
15 if there's some way we could adjust the remedy
16 plan for this measure and write it into the
17 business rule. For example, if a situation like
18 this occurs, maybe Southwestern Bell pays a
19 per-damage occurrence for each of those trouble
20 reports, because, Randy, I agree. I don't know
21 mathematically how --
22 MR. SRINIVASA: This is because of
23 the mismatch of the date. Right?
24 MR. DYSART: I think we would be
25 open to taking a look at that and trying to

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1 resolve how we would handle a situation like
2 that because this would occur -- I guess fall
3 under the low volume issue that we have already
4 in the T2A. So I think we could come up and try
5 to work up with some reasonable way to do these
6 type situations.
7 MS. NELSON: Okay. So, will AT&T
8 and any of the CLECs and Southwestern Bell work
9 together then and try to come up with some
10 resolution prior to next Thursday's filing?
11 MR. SRINIVASA: That will be only
12 for Tier 1. I don't know if we're going to
13 the -- you know -- apparently, this measure is a
14 Tier 1 high and Tier 2 high, so that per
15 occurrence, if that happens for three months in
16 a row --
17 MR. DYSART: This is Randy Dysart
18 with Southwestern Bell. With Tier 2, I guess we
19 need a little clarification on that. I'm not
20 sure it deals with volumes at that level less
21 than 10. I thought it was more than 10, but
22 I'll have to reread it. Hopefully, it wouldn't
23 happen three months in a row that you would have
24 a situation like that occur.
25 MS. BOURIANOFF: Could we discuss

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1 that off-line also and see if we could come up
2 with some suggestion where the situation does
3 occur three months in row --
4 MR. COWLISHAW: Well, you wouldn't
5 want -- if this occurred one month in the middle
6 of, or on either end, of a couple of months of
7 violation, you wouldn't want this kind of
8 statistical anomaly to take -- sort of take you
9 out of the Tier 2 issue if the other performance
10 was bad.
11 MR. DYSART: Randy Dysart,
12 Southwestern Bell. There could be a
13 situation -- maybe a solution where instead of
14 taking in this case unless it -- first month of
15 data was ever received maybe you take the
16 previous month's orders and come up with a ratio
17 there. I think those are some of the things we
18 can work off-line and come up with a solution to
19 that.
20 MS. NELSON: Are there any other
21 issues on PM 35? Okay. Let's move to PM 36
22 then. PM 36, are there any --
23 MS. BOURIANOFF: Before we move on
24 to PM 36, I understand one of the purposes of
25 the six-month review is to actually look at the

1 MR. SRINIVASA: 35.1.
2 MR. DYSART: AT&T had proposed a
3 35.1.
4 MS. NELSON: Okay. 35.1.
5 MR. DYSART: The proposal on 35.1
6 in summary was basically notices of trouble
7 reports. I think mostly this is for UNE
8 combination conversions on the day of the due
9 date or prior to the completion. And I think
10 Southwestern Bell would agree to do a
11 measurement where we looked at the troubles that
12 are taken on the day of the due date.
13 Currently, I believe, we had sent an
14 accessible letter out back in November that said
15 we would take those reports. So I think
16 currently they are in the PM 35. Our proposal
17 would be if they're not currently in PM 35
18 today, we would put them in PM 35 if the trouble
19 is found to be Southwestern Bell. Then we would
20 also do a disaggregation, kind of as a
21 diagnostic, where we would show those reports
22 separately, but there would be no damages
23 because we would include those in PM 35.
24 MS. BOURIANOFF: Randy, my
25 understanding of our discussion on Wednesday --

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1 data, and, looking at, like, Measurement 35-09,
2 35-10 for Dallas, I'm trying to figure out how
3 their trouble report is showing up when no
4 orders ever show up under that measure.
5 MR. SRINIVASA: That's the
6 mismatch of the --
7 MS. BOURIANOFF: But there are no
8 orders ever. That's not a mismatch.
9 MR. COWLISHAW: Oh, okay.
10 MS. BOURIANOFF: If you look for
11 the 12 months for Dallas for measurement 35-10,
12 you have one trouble report over the last 12
13 months. I know that's not a lot of volume, but
14 there are no orders.
15 MS. NELSON: Mr. Dysart?
16 MR. DYSART: This is Randy Dysart,
17 Southwestern Bell. I can't answer that today.
18 I mean we'll investigate that.
19 MS. NELSON: That can be something
20 that you try to work off-line.
21 Okay. PM 36, are there any issues
22 remaining in PM 36, and have any changes been
23 made as a result of Wednesday's meeting?
24 MR. DYSART: I'm sorry -- were you
25 talking 36 or 35.1?

1 and we did talk about the accessible letter that
2 came out in November -- was that troubles that
3 occurred on the day of provisioning, if they
4 occurred after 6:00 p.m., those were being
5 captured because there was a way to associate
6 that trouble and take a ticket on it.
7 But I think what we learned on
8 Wednesday was if the trouble occurred on the day
9 of conversion or provisioning prior to 6:00
10 p.m., that got called in or taken as an
11 unidentified or unsolicited -- unspecified
12 trouble report, and there was no way currently
13 that Southwestern Bell was capturing that in the
14 performance measures.
15 MR. DYSART: This is Randy Dysart,
16 Southwestern Bell. After that meeting, we tried
17 to go back and do some clarification with
18 Charles Cooper who heads the LLC. It's my
19 belief now that it is included for UNE-PS, not
20 for other things, because other -- specifically,
21 for the UNE-P conversion situation. Now I guess
22 what our proposal would be -- I don't want to
23 really debate whether it is now or isn't now,
24 but going forward our proposal would be to
25 include them in 35 and then have it for

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1 informational purposes so that we know which
2 ones are which to have a separate measure as a
3 diagnostic kind of a disaggregation that would
4 pull those out so that you could get an idea of
5 how many of PM 35 were actually that same day.
6 MS. BOURIANOFF: I mean, I think
7 if those actually in the future were being
8 captured in Performance Measure 35, that would
9 address our concern, but we would like some
10 clarification and assurance that they are,
11 indeed, being captured.
12 I guess we might also request that
13 another accessible letter go out explaining that
14 because I don't think that's clear at all from
15 the accessible letter Southwestern Bell sent
16 out to date. It sounds like it may even be a
17 change in procedure that y'all are doing the
18 implementing on a going-forward basis.
19 MR. DYSART: Randy Dysart,
20 Southwestern Bell. That's fair.
21 MR. COWLISHAW: So the
22 understanding is that a trouble report received
23 any time after the 12:01 a.m. on the day of --
24 on the due date could be -- would be captured in
25 PM 35. And, if it came in before the time of

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1 completion, it would be noted separately for
2 informational purposes.
3 MR. DYSART: That's correct. If
4 that trouble report was -- goes back and once
5 they close the trouble out and they figure out,
6 yes, that was due to Southwestern Bell doing
7 something on this conversion, that's correct.
8 That's our proposal.
9 MR. SRINIVASA: So the parity
10 comparison is to your retail POTS, the composite
11 business and residence, like, trouble reports,
12 whatever you receive?
13 MR. COWLISHAW: Yes.
14 MR. DYSART: Yes.
15 MR. SRINIVASA: Or is it primarily
16 to business?
17 MR. COWLISHAW: It's a blend.
18 MR. SRINIVASA: It's a blend.
19 MR. LOCUS: This is John Locus
20 with Southwestern Bell. Just to add a little
21 clarification to this, I think what would be
22 more acceptable to us is if we looked at
23 counting these if they were conversions. On new
24 service, I think our position would still be
25 that the service isn't working until it's

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1 working. And so we wouldn't take trouble
2 reports on new services until such -- until
3 after the due date, until after the service has
4 been completed and installed.
5 MR. COWLISHAW: I think that's
6 where our concern lies. So I think that's fair.
7 I believe, and maybe y'all can confirm, the way
8 35 is reported today, you actually report --
9 although the business rule, I guess, doesn't
10 really specify this -- you report it by C orders
11 in one category and NNT orders put together in
12 the other category.
13 My assumption would be that on the UNE
14 combination category our conversions are being
15 included in the C orders.
16 MR. DYSART: Randy Dysart. That's
17 correct.
18 MS. NELSON: Okay. I think what
19 needs to happen on this measure, if Southwestern
20 Bell is going to include it in one measure, it's
21 for Southwestern Bell to work with AT&T and
22 anyone else who is interested just to make sure
23 you flesh out the concepts and put them in
24 something that -- in a PM 35 that will work
25 prior to filing on Thursday, if that's possible.

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1 MR. DYSART: Southwestern Bell
2 will do that.
3 MS. NELSON: Okay.
4 MR. SRINIVASA: One thing I need
5 to understand. If UNE-P service order, is, say,
6 completed, they have to take that -- they have
7 to accept that it is completed within one hour
8 if they don't call you back and if there is an
9 outage, is that when you count it? What
10 happens?
11 MS. BOURIANOFF: I think, Nara,
12 you might be referring to the coordinated
13 conversion hot cut process where there's -- you
14 know, there's calls that go back and forth, and
15 there's a period of time for us to accept the
16 conversion of the loop and the port. I don't
17 think that process is in place for UNE-P orders.
18 MR. SRINIVASA: Well, this
19 measure, apparently, you're trying to capture
20 trouble notification during provisioning. So
21 prior to service order completion, if they
22 provide UNE-P to your end-use customer, and they
23 say that they're complete --
24 MR. COWLISHAW: The issue we were
25 trying to capture here is we place an order for

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1 a conversion, Southwestern Bell retail to UNE-P.
2 Sometime prior to or around the time that we
3 expect the conversion to take place, the
4 customer calls in saying, "I've lost dial tone,
5 or I've got a problem." Okay? And we want to
6 report that. Under the existing system, if we
7 report it prior to the time of completion, our
8 understanding has been, pursuant to the business
9 rules, that those were not being captured in PM
10 35 because they were prior to completion.
11 And one would think that this is
12 supposed to be an electronic transaction that
13 takes no time and this should not happen. The
14 problem has been trying to get a measurement to
15 get out of the he-said/she-said stuff on whether
16 these outages -- or to the extent to which these
17 outages are occurring in connection with UNE-P
18 conversions. This is an effort to create a
19 mechanism that would let us capture that and
20 document it for better or for worse.
21 MR. SRINIVASA: Confirmation is
22 sent back to you. They give you the due date.
23 Is there a time also in there?
24 MS. BOURIANOFF: Not UNE-P order.
25 MR. SRINIVASA: Not UNE-P. You

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1 said around the time. I'm trying to get a
2 reference to what that time is. Say, if the due
3 date is July 3rd, okay, so what -- any time
4 before midnight on July 3rd to call?
5 MS. BOURIANOFF: My understanding
6 of the way the UNE-P conversions work is most of
7 them are, you know, really during the workday,
8 8:00 a.m. to 5:30 p.m., and there's been this
9 issue. First, we thought it was if the trouble
10 occurred prior to receipt of SOC. That was our
11 first understanding of the issue. We weren't
12 able to call in a trouble, and the trouble
13 wouldn't be captured in Performance Measure 35.
14 We were referring to the accessible
15 letter that came out last November. And the way
16 we then understood the process to be was if the
17 trouble occurred prior to 6:00 p.m. on the day
18 of conversion, then it would be called in as an
19 unspecified trouble, and it was our
20 understanding those weren't showing up in these
21 performance measures.
22 So we don't have a clear time that we
23 think the conversion is going to happen. It's
24 going to be some time that day between business
25 hours, 8:00 and 5:30, for example. And you can

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1 request morning or afternoon, but you don't have
2 a specific time. You have a general time.
3 But our concern was if the trouble
4 occurred any time during the day our customer
5 was supposed to be converted to AT&T before 6:00
6 p.m. and they had a trouble and we called that
7 in, those weren't showing up in this measure was
8 our understanding. And so our concern was to
9 try and draft another measure that would capture
10 those troubles.
11 MR. SRINIVASA: Your position is
12 if it's a UNE-P conversion, they should -- there
13 should be no outage at all?
14 MR. COWLISHAW: There should be no
15 outage other than the nano second outage we
16 talked about in the arbitrations some time ago
17 to do the recent change order.
18 MS. BOURIANOFF: Right.
19 MR. SRINIVASA: Is that your
20 understanding also?
21 MR. DYSART: This is Randy Dysart,
22 Southwestern Bell. Yeah, I understand what
23 they're saying. I think what we proposed here
24 may address their concern.
25 MR. SRINIVASA: Okay.

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1 MS. NELSON: Let's move on to PM
2 36.
3 MR. DYSART: PM 36, I don't have
4 any additional issues on that one.
5 MS. NELSON: Okay. PM 37.
6 MR. DYSART: I believe the issue
7 around PM 37 was that the exclusions for trouble
8 reports excluded PM 35, which is the I Report,
9 and then excludes trouble reports included in PM
10 41, which is repeat reports. I believe that's
11 the CLEC's issue, I believe, that this trouble
12 report measurement then wouldn't encompass all
13 trouble reports. Our concern is that in PM 35
14 and PM 41, we pay on any occurrences that are
15 out of parity in those situations.
16 I believe in both of those we pay at a
17 high level. Our concern is we really don't want
18 to pay for the same misses over here in
19 addition. And we discussed an approach in our
20 meeting regarding maybe lowering Tier 1 payments
21 and maybe not having any Tier 2 payments or
22 there may -- and we've come up with another
23 approach potentially that could work, which
24 would be simply to take the trouble report rate
25 measurement as written today, make it

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1 diagnostic, have the measurement that we've --
2 that we have on paper here today, which has the
3 exclusions, and make that the one payable for
4 damages, would be another approach.
5 MS. NELSON: So that PM 35 and 41
6 would be the damage ones?
7 MR. SRINIVASA: Within ten days of
8 installation, the I 10 type. This is trouble
9 report rate or all loops that are in service?
10 MR. DYSART: Correct. And the one
11 approach would be to make maybe Tier 1 here low
12 and Tier 2 none or -- since we're already paying
13 on the predominance of those in the other two.
14 Or we could say let's make trouble report rate
15 currently reported today, which does not include
16 those exclusions as a diagnostic, and then have
17 a submeasure of this excluding PMs 35 and 41 and
18 have that as the measurement that is subject to
19 the damages.
20 MR. SAUDER: This T.J. Sauder with
21 Birch. I have a couple of concerns with that.
22 One is when you exclude these, the actual lines
23 for those from those other PMs, are included in
24 the denominator, but you are excluding the
25 trouble on those lines in the numerator. So

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1 those lines -- I mean it's kind of a -- you're
2 not counting the whole picture here. Those
3 lines count towards the total number in the
4 denominator, but the trouble on them don't count
5 in the numerator.
6 And also the parity comparison, are
7 those same exclusions going to apply, the I 10
8 reports or the comparable reports will be
9 excluded as well?
10 MR. DYSART: Randy Dysart,
11 Southwestern Bell. If we went to the second
12 approach I described, it would have to come out
13 of retail as well, if that is what you are
14 asking. Retail comparison would match what we
15 do for the wholesale side. So it would be like
16 to like.
17 And to address your first concern,
18 basically, what that would be then is not a
19 true -- it wouldn't be a trouble report rate any
20 more, the disaggregation. It would be more like
21 a non-I 10, non-repeat report rate. So it's not
22 a report rate as one would see with the
23 aggregate. It would just be comparing those
24 reports for everybody for all lines that are not
25 either an I 10 or repeat.

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1 So it would be a like to like
2 comparison. It just avoids the double payment
3 issue.
4 MR. SRINIVASA: The way -- the
5 exclusion that -- what I have, the document in
6 here, Bullet .3 and .4, they do exclude trouble
7 reports included in PM 35 and in PM 41.
8 MR. DYSART: Correct. This would
9 be sort of the second proposal, a way to deal
10 with not paying double payments, or, you know,
11 the other approach is just to lower the payment
12 level.
13 MR. COWLISHAW: The concern about
14 the -- I mean, a threshold concern that we
15 talked about the other day but we skipped over
16 here is applying the exclusions as originally
17 proposed means nowhere do we get kind of an
18 overall picture of quantity of and frequency of
19 trouble occurring on the Southwestern Bell --
20 here it's UNE combinations or resold services at
21 an end. And we had thought from an -- just
22 trying to both manage operations and assess
23 Southwestern Bell performance, that 37 and its
24 analogs and the specials and the UNes have been
25 important measures to get an overall performance

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1 picture.
2 So we didn't want to do the exclusions
3 as proposed by Southwestern Bell. Now we've
4 been talking about what's -- what are
5 alternatives that can address their double
6 penalization issue.
7 MR. SRINIVASA: Well, if it is
8 reported separately, if you add the numerator
9 and the denominator, you get the overall
10 picture.
11 MR. COWLISHAW: Yeah. I mean --
12 A, we can't add their retail comparisons. We
13 can't do that because we don't know their
14 volumes, and we're not allowed to know their
15 volumes. And it also is just -- I mean, that
16 adds a step for anybody who is trying to look at
17 the data has to get over the hump of doing those
18 different measures.
19 MR. SAUDER: Additionally, on 35,
20 the denominator is number of orders posted in a
21 month, not total lines. So it's not --
22 MS. FETTIG: They're not --
23 MR. SAUDER: They're not the same
24 measures.
25 MS. NELSON: So are any of the

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1 CLECs opposed to what Mr. Dysart discussed
2 regarding making this Tier 1 low and not Tier 2,
3 Tier 2 none or making the measure diagnostic?
4 MR. COWLISHAW: The second
5 proposal he made today is a different one than
6 we talked about on Wednesday. If I understand
7 it, the suggestion is you continue to report 37
8 as is, but for penalty purposes you would also
9 report a submeasure that will take out these --
10 the PM 35 and the PM 41 items, and the penalty
11 would apply to the submeasure, not the big
12 measure.
13 MR. DYSART: That's correct.
14 MR. COWLISHAW: Could we have a
15 second to talk about whether -- if want to
16 respond to these because that's a new idea.
17 MS. NELSON: Sure.
18 MR. COWLISHAW: We can also kind
19 of move on and try and when we get to break
20 time, we'll put this on our list.
21 MS. NELSON: That's a good idea.
22 Let's take it up after we take the break, come
23 back to PM 37.
24 Okay. PM 38.
25 MR. DYSART: PM 38, I don't

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1 believe there's any issues.
2 MS. NELSON: PM 39?
3 MR. DYSART: On PM 39, I don't
4 believe there's any issues.
5 MR. SRINIVASA: The receipt to
6 clear duration is the same mean time to restore?
7 Can we change the name to say mean time to
8 restore? How is it different?
9 MR. DYSART: This is Randy Dysart
10 with Southwestern Bell. Really there is no
11 difference. Receipt to clear we've always used
12 in Southwestern Bell to be POTS, and mean time
13 to restore is more special. If you would like
14 to change it to mean time to restore, I don't
15 have a problem with that.
16 MS. NELSON: Okay. So it will be
17 changed to mean time to restore.
18 MR. COWLISHAW: Mr. Dysart, on 39,
19 did you all have a proposal based on what you've
20 talked about this morning on the provisioning
21 troubles, the same day as due date troubles as
22 to how those troubles would be included for
23 purposes of mean time to restore?
24 MR. DYSART: This is Randy Dysart,
25 Southwestern Bell. If particularly we're

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1 talking about the I 10 reports, if those are
2 Southwestern Bell troubles, then they would be
3 included in PM 39.
4 MR. COWLISHAW: All right.
5 MS. NELSON: Is that acceptable?
6 MR. COWLISHAW: Those results are
7 (inaudible).
8 MS. NELSON: PM 40.
9 MR. DYSART: PM 40, I don't
10 believe that there were any additional items on
11 that.
12 MS. NELSON: PM 41?
13 MR. DYSART: The only thing we had
14 talked about on, I guess, Wednesday was that
15 under the exclusions we went ahead and would
16 leave in, with the exception of Code 16, unless
17 the report is taken prior to the completion of
18 the service order, that will stay in. Other
19 than that, there's no additional items.
20 And PM 42 we agreed to eliminate.
21 MS. NELSON: Okay. Let's go off
22 the record for just a second.
23 (Discussion off the record)
24 MS. NELSON: Let's go back on the
25 record. Staff is very relieved with the

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1 progress made by CLECs and Southwestern Bell.
2 We're going to take a break now, and, when we
3 come back, we'll start with a report on PM 37,
4 and then we'll move onto 43.
5 (Recess: 10:41 a.m. - 11:00 a.m.)
6 MS. NELSON: Let's go back on the
7 record. Okay. Let's start with the report on
8 PM 37.
9 MS. NELSON: Mr. Dysart?
10 MR. DYSART: This is Randy Dysart
11 with Southwestern Bell. I have to defer to the
12 CLECs to tell me what they think of our
13 proposal.
14 MS. NELSON: Okay.
15 MR. COWLISHAW: If he has to defer
16 to the CLECs, it may change what our proposal
17 is.
18 We did talk. And, at least for AT&T, I
19 think our thought is that the second proposal
20 made by Mr. Dysart this morning, under which PM
21 37 trouble report rate would continue to be
22 reported as is with no exclusions for I Reports,
23 no exclusions for repeat reports, that that
24 would continue, but that broad measure would be
25 classified diagnostic and that Southwestern

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1 Bell -- I don't know whether as a disaggregation
2 or separate measure -- would report a trouble
3 report rate that excludes I 10s and repeat
4 reports, and that that would remain high-high
5 for remedy purposes; that that would be the
6 approach we would prefer.
7 MS. NELSON: Okay. Are there any
8 other CLECs that want to comment on Southwestern
9 Bell's proposal?
10 MS. EMCH: Marsha Emch with
11 WorldCom. We concur with the proposal.
12 MR. SAUDER: T.J. Sauder, with
13 Birch. We concur as well.
14 MS. NELSON: The only thing I
15 would ask is, Mr. Dysart, if you could work
16 off-line with AT&T and any other parties just to
17 come up with some language to share with them
18 before you file it on Thursday to make sure
19 you're all on the same page.
20 MR. DYSART: This is Randy Dysart
21 with Southwestern Bell. That's not a problem.
22 What I would propose -- maybe this would be real
23 quick -- is to go back to the old 37, make
24 this's 37.1 as written, and then maybe we're
25 done.

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1 MS. NELSON: Okay. So there's
2 agreement.
3 MR. COWLISHAW: Let me just say as
4 we make that agreement that --
5 (Laughter)
6 MR. COWLISHAW: Well, all right.
7 Laugh.
8 (Laughter)
9 MR. COWLISHAW: We defined -- and
10 we didn't win all the battles -- but when we
11 went through this process of defining what's
12 Tier 1 and Tier 2, we were very focused on
13 trying to get to what's customer-affecting,
14 what's competition-affecting. What we're
15 engaged in right now is rejiggering some of
16 those classifications in order to make the
17 remedy scheme work in a way that might be more
18 fair, would avoid double penalization. That
19 doesn't change in any way the determination that
20 I think this Commission shared that an overall
21 trouble report rate was a real important measure
22 from the standpoint of looking at what's
23 customer-affecting, what is competition-
24 affecting.
25 So when we take off our remedy

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1 hats and put on just how is Southwestern Bell
2 doing in the marketplace and how were CLECs
3 faring, it's going to continue to be real
4 important to look at what has been Tier 1, Tier
5 2 high measure, which is now going to be
6 classified as Tier 1, Tier 2 none for remedy
7 purposes.
8 MS. NELSON: So is this,
9 Mr. Cowlshaw the attorney instead of
10 Mr. Cowlshaw the subject matter expert?
11 MR. COWLISHAW: I thought it was
12 both, but I'll take that.
13 MR. SRINIVASA: But 37.1 is still
14 Tier 1 high and Tier 2 high, which is also a
15 trouble report rate, and the purpose of
16 establishing, you know, the payment level for
17 either Tier 1 or Tier 2 was to make sure that
18 they're not penalized twice for the same bad
19 act. So I think whether it's 37 or 37.1, to the
20 extent the report is being paid for, it should
21 be fine.
22 MS. NELSON: Okay. Let's move on
23 to PM 43. Mr. Dysart, could you outline where
24 the parties are?
25 MR. DYSART: PM 43 on Wednesday,

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1 we agree to leave in the references to WFA in
2 there. And I believe the issue that expedited
3 orders -- it was an issue, and, if we can make
4 the same agreement that we made in PM 27 that
5 based upon the payment, if a CLEC pays for an
6 expedite, then is it going to be excluded, then
7 I think we have agreement on this.
8 MS. EMCH: WorldCom confers.
9 MR. SAUDER: This is T.J. Sauder
10 with Birch. Do we ever realize whether we paid
11 for all expedites, or how is that going to be
12 determined?
13 MR. DYSART: Randy Dysart,
14 Southwestern Bell. If a CLEC pays for it,
15 there's a USOC on the service order that says
16 it's billable.
17 MR. SAUDER: So you're going to
18 build that into the report?
19 MR. DYSART: Right.
20 MS. NELSON: So with that said,
21 there are no issues remaining in this measure.
22 MR. DYSART: That's correct.
23 MS. NELSON: Okay. Let's move to
24 44.
25 MR. DYSART: PM 44, we had agreed

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1 on this measurement. The only change we made on
2 this was to make it Tier 1, Tier 2, none. That
3 is, since we're going to keep missed due date
4 measurement also, this is going to be a
5 diagnostic or no payments involved. So I think
6 we agree on this measure.

7 MR. SRINIVASA: You're not
8 eliminating PM 45 then?

9 MR. DYSART: That's correct.

10 MR. SRINIVASA: Okay.

11 MS. NELSON: Okay. Let's move to
12 PM 45.

13 MR. DYSART: PM 45, the only thing
14 we really agreed to the -- the only thing
15 different on their sheet that you see there is
16 we've agreed to leave in the reference to WFA,
17 and that's going to be throughout these where
18 there's a reference to WFA on any of these we've
19 agreed to the leave it in. So I won't mention
20 it in the future. We've agreed to keep this
21 measurement, and I don't think there's any
22 disputes.

23 MR. SRINIVASA: How about the
24 MCIWorldCom, the unsolicited FOCs will not be
25 acknowledged. I think you had agreed to that in

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1 a different measure.

2 MS. EMCH: Marsha Emch with
3 WorldCom. We agreed to withdraw it from these
4 measures because of Southwestern Bell's
5 agreements to do the jeopardy measures. So it's
6 a somewhat similar measure.

7 MS. NELSON: Okay. PM 46.

8 MR. DYSART: Randy Dysart,
9 Southwestern Bell. We had agreed on the
10 exclusion to rephrase that to where it -- the
11 fourth bullet point, by the way. It says -- it
12 should say excludes tickets that are coded to
13 customer premise equipment, interexchange
14 carrier competitive access provider and
15 informational. And that appears in several
16 different PMS, and we'll make that change
17 throughout.

18 And then, again, on 46 there's the
19 issue of the mismatch on the I Reports, and
20 Southwestern Bell believes that the way we're
21 doing it today is -- we don't believe there's a
22 better way to do it. There are different ways,
23 potentially, but we don't believe there's any
24 way that is more accurate than the way we are
25 currently doing it today.

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1 MS. NELSON: Would it be
2 appropriate then to also look at -- looking at
3 the penalty structure, like you're doing on the
4 previous performance measure that we discussed?

5 MR. COWLISHAW: I guess the --
6 this measure and the same issue appears on 59
7 where we do -- where the installation report is
8 a 30-day period. I think our concern is that
9 the mismatch -- and the mismatch issues is more
10 material here, because what we're effectively
11 talking about is if we look at the month of
12 June, the I Reports that occur during June,
13 which roughly were generated off of the May
14 orders, are not being compared with the volume
15 of May orders. They're being compared with the
16 volume of June orders.

17 And so we have -- and when you're only
18 talking about a 10-day period, then two-thirds
19 of that gets washed out during the month, and it
20 seemed like an issue that was less important. I
21 think we did have a suggestion on this one, and
22 I guess our position -- there's a couple of ways
23 to do it, but Southwestern Bell had issued a --
24 circulated the day before yesterday a proposal
25 on Performance Measure 17.1, which was the

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1 posting delay.

2 And it had kind of a similar problem
3 built into it, and, actually, they've ultimately
4 substituted a different proposal on that issue.
5 But it had a similar problem built into it
6 because they were trying to match up service
7 orders that completed in a certain period with
8 the orders that posted within 10 days following
9 completion or within five days or whatever
10 period you were looking at, and their proposal
11 on that one -- or the formulation that came up
12 and gave us an idea for this -- was you take the
13 set of orders -- let me just put it in the
14 context here of the I Reports.

15 You take the set of orders for which
16 completion plus 30 days occurs during the
17 reporting month. So it's the set of orders for
18 which, if we talk about the month of June, they
19 completed -- and the deadline of 30 days after
20 completion fell between June 1 and June 30th.

21 And if we take that set of orders,
22 which would be the set of orders that were
23 actually completed between May 2nd and May 31st,
24 I guess, the May 2nd order, if it completes May
25 2nd, you add 30 days to that, that the 30th day

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1 is June 1st, and you do the same thing. You'll
2 get the orders that are completed May 2nd
3 through May 31st, have a completion date of June
4 1st through June 30th. That set of orders would
5 be your denominator.

6 And then apparently what happens in
7 Southwestern Bell's systems was described this
8 Wednesday. When an I Report is taken, when a
9 trouble report is taken and it is recognized
10 that it's within ten days of completion -- there
11 it's 30 days of completion -- it gets a flag in
12 the system "this is an I 30."

13 So you would take this denominator that
14 we just described, and then you would ask out of
15 that set of orders how many of them got an I 30
16 flag, and how many got an I 30 flag would be
17 your numerator. And so for the month of June I
18 Report under 46 and under 59, what you would
19 look at is that set of orders that completed May
20 2nd to May 31st, how many of those got an I
21 Report.

22 Now, some of those I Reports may have
23 come in May because part of -- you know, but,
24 that's the best way we've been able to figure
25 out that would actually get a match between the

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1 denominator of orders, the universe of orders
2 that are going into the denominator and the set
3 of orders out of which the I Reports are being
4 generated in the numerator. So I think that's
5 our proposal for 46, and it would be the same
6 for 59.

7 MS. NELSON: Mr. Dysart, do you
8 have a response?

9 MR. DYSART: Randy Dysart,
10 Southwestern Bell. Yeah, I understand the idea
11 of mismatch. I just don't -- I can't agree to
12 the process that AT&T discussed. I don't
13 believe it's truly more accurate because, as
14 Mr. Cowlshaw said, a report taken on May 2nd,
15 more than likely if there's an I Report, it will
16 actually complete in May and we will have the
17 work done. Because we shouldn't operate under
18 the assumption that the majority of I Reports
19 come in at the 30th day, because, in fact,
20 that's probably not true. The majority probably
21 come much less than 30 days and are probably
22 completed much less than 30 days.

23 So being kind of a rate report, we're
24 just trying the look at the number of I Reports
25 in a month, divided by the total activity. And,

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1 in most cases, other than the ones that were
2 pointed out earlier, that's going to be a pretty
3 accurate assessment compared to the way we do it
4 in retail because this is the same process we
5 use in retail.

6 If we ever could find a better
7 methodology to do it than we have today, I think
8 we'd willing to the do that. But I don't
9 believe this is any more accurate and it's much
10 more difficult for us to do this process. So
11 we -- I think this might be one we'll just agree
12 to disagree on.

13 MS. NELSON: Does Southwestern
14 Bell have the ability right now to determine and
15 give Staff and the parties data on the breakdown
16 for each of the 30-day period, you know, a
17 percentage number for how many fall into one to
18 ten days or one to five days, five to ten, ten
19 to 15, so that we could see how many actually
20 come close to the end of the 30-day time period?

21 MR. DYSART: This is Randy Dysart,
22 Southwestern Bell. I believe, subject to check,
23 we would be able to give you a distribution of a
24 period of time where how quickly those trouble I
25 Reports come in, yes.

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1 MS. NELSON: Would that help us
2 define the extent of the problem?

3 MR. COWLISHAW: Yeah, it might.

4 MS. NELSON: When could you
5 provide that, do you know? I understand you're
6 checking to see if you can provide that.

7 MR. DYSART: Early next week.

8 MS. NELSON: That would be great.
9 I saw your witness back there say Monday.
10 (Laughter)

11 MR. DYSART: I think we need a
12 Walkie Talkie or something.

13 MS. NELSON: So does any other
14 CLEC want to make any comments on the issue
15 remaining in PM 46?

16 Okay. Then let's move on to PM 47.

17 MR. DYSART: PM 47, percent missed
18 due dates due to lack of facilities, we decided
19 to keep this measurement and make it Tier 1,
20 none, since we're already picking up the damages
21 in percent missed due dates.

22 MS. NELSON: What measure is that?

23 MR. DYSART: 45.

24 MS. NELSON: Thank you.

25 MR. DYSART: To my knowledge, they

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1 is no more disagreements on this.
2 MS. NELSON: Okay. PM 48.
3 MR. DYSART: PM 48, we agreed to
4 keep this measurement. So I don't believe there
5 is any more disagreement.
6 MS. NELSON: PM 49.
7 MR. DYSART: 49, I believe we
8 agree with this measurement.
9 MS. NELSON: PM 50.
10 MR. DYSART: 50 we agreed to
11 eliminate.
12 MS. NELSON: PM 51.
13 MR. DYSART: PM 51, I think we're
14 going -- we will agree to eliminate as we did in
15 PM 34 in the POTS measure, and we will
16 incorporate this back into the missed due date
17 measures as requested by AT&T and, I believe,
18 the other CLECs.
19 MR. SRINIVASA: You will change
20 the business rule at the --
21 MR. DYSART: Yes.
22 MS. NELSON: Okay. Which measure
23 will be incorporated back in?
24 MR. DYSART: 45.
25 MS. NELSON: Okay. And will it be

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1 disaggregated or just included in the total?
2 MR. DYSART: It would just be
3 included in the total.
4 MS. NELSON: Okay. PM 52?
5 MR. DYSART: I don't believe
6 there's any additional issues on PM 52.
7 MS. NELSON: PM 53?
8 MR. DYSART: I believe we're in
9 agreement on PM 53.
10 MS. NELSON: PM 54?
11 MR. DYSART: PM 54, I believe we
12 will remove that exclusion. And if we do that,
13 then I believe it's basically the same as we had
14 before, and, hopefully, we're in agreement.
15 MS. NELSON: So you're removing
16 the second bullet point?
17 MR. DYSART: The third bullet
18 point.
19 MS. NELSON: Okay.
20 MS. BOURIANOFF: Randy, is there
21 any way we could rename this one trouble report
22 rate, maybe?
23 MR. DYSART: Sure.
24 MR. SRINIVASA: It's the same.
25 MS. NELSON: Okay. So for PM 54,

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1 it's renamed trouble report rate, and the third
2 exclusion is removed.
3 MR. DYSART: Yeah. I also want to
4 clarify that in the calculation we changed
5 that -- I think just the total circuits and took
6 out resold, as I recall.
7 MS. NELSON: Does the language in
8 the second exclusion change consistent with what
9 you outlined earlier?
10 MR. DYSART: Correct.
11 MR. SRINIVASA: This one includes
12 even those that were included in PM 46 and 53,
13 anyway. This is all wrong.
14 MR. DYSART: That's correct.
15 MR. SRINIVASA: So you are not
16 treating the same way like you did the other
17 one.
18 MR. DYSART: This already had a
19 provision in there where it was, I think, it
20 accounted for the damages so we're okay with it
21 as written.
22 MS. NELSON: And it stays Tier 1
23 low?
24 MR. DYSART: Yes.
25 MS. NELSON: Okay. Let's move on

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1 to the UNE PMS, PM 55.
2 MR. DYSART: PM 55, what we
3 decided to do on PM 55 -- well, let me add this.
4 This is what Southwestern Bell is proposing to
5 sort of to do. And we discussed it a little
6 bit, but I wanted to the make sure we get it
7 clarified.
8 Originally, we had proposed this to be
9 parity. What we're doing now is saying we'll go
10 back to the old way it was the, the old
11 measurement. And, that being said, this bullet
12 item needs to be excluded then would be removed.
13 And I think we were going to add a bullet point
14 exclude circuits in PM 55.2.
15 In this case the measurement type will
16 go back to being -- you can take out the parity
17 piece and would still be a none. It would be
18 diagnostic.
19 Then we would insert the standard
20 intervals that we had talked about that were
21 there before. The only piece that we would like
22 changed really is the BRI loops. We would
23 propose BRI loops 1 to 10 five days, 11 to 20
24 ten days, and greater than ten days negotiated.
25 MS. NELSON: Could you repeat

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1 that?

2 MR. DYSART: Sure. For BRI loops

3 1 to 10 five days, 11 to 20 ten days, greater

4 than 20 negotiated. And the reason behind that,

5 basically, is that if you look at our

6 installation interval on BRI loops, we

7 consistently are -- for Southwestern Bell retail

8 seven to -- around seven to eight, nine days.

9 And plus with BRI, with IDSL being used on an

10 ISDN BRI loop, it just takes more time to do the

11 provisioning.

12 MS. NELSON: Was this change

13 proposed to the DSL group?

14 MR. DYSART: I don't believe it

15 was at that time.

16 MS. BOURIANOFF: I think

17 Mr. Dysart indicated on Wednesday that he was

18 just now making this proposal and has not been

19 made to the DSL CLECs.

20 MS. NELSON: Okay, Mr. Dysart,

21 could you notify the parties, all the parties by

22 Monday or something of any DSL type changes you

23 haven't previously notified them of, just so

24 they will have adequate notice prior to your

25 filing on Thursday?

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1 MR. DYSART: We'll do that.

2 MS. NELSON: Okay. Thank you.

3 MR. SRINIVASA: Well, BRI port, in

4 Version 1.6, let me see -- PM 56, percent

5 installation completed within the

6 customer-requested date are the X days. There

7 for the BRI -- let's see, that was PRI -- BRI

8 ports, one to 50 it was three days. Fifty plus

9 it was five days. And you are reporting BRI

10 loops under 56 also.

11 MR. DYSART: That's correct.

12 MR. COWLISHAW: You'll make the

13 same proposal under 56.

14 MR. DYSART: That's correct. 56

15 is basically the customer-requested due date if

16 they're requesting the standard interval or

17 after or we agree to an expedite. So it's just

18 the standard interval of three days is not

19 sufficient when you look at the activity that

20 has to go on particularly DSL and such things to

21 complete that work in a timely manner. And the

22 five to ten days closer corresponds to what's

23 actually, I guess, for DSL.

24 MR. SRINIVASA: Apparently, in 56

25 it was -- you have to finish 95 percent within

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1 three days is that -- and you were consistently

2 missed except for -- it went up to 90.2 percent.

3 MR. DYSART: Correct.

4 MR. SRINIVASA: You don't have

5 DLECs. We use these BRI loops so they may have

6 a different proposal. We don't know at this

7 point. Are you going to send it to them and

8 then --

9 MR. DYSART: Yeah, I'll get it to

10 them Monday.

11 MR. SRINIVASA: Both for 56 and

12 this.

13 MR. DYSART: Correct.

14 MS. NELSON: Right. I asked him

15 to send any of the PMs, the proposed changes on

16 that haven't been communicated to the DLECs.

17 And then the way it would work would be the way

18 we outlined yesterday, which is Southwestern

19 Bell will file its total set of revised PMs next

20 Thursday, and that will include an explanation

21 of areas where they're proposing changes and why

22 they're -- the change is needed as well as areas

23 where they disagree with CLEC proposals, why

24 they're electing not to make changes. Then one

25 week from next Thursday then the CLECs would

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1 have an opportunity to file any proposed

2 language they will have as well as any rationale

3 for changes that they're proposing.

4 MR. SRINIVASA: Let me ask you one

5 more thing. Are you -- on 56, which has

6 penalties, Tier 1 and Tier 2 associated with

7 that -- are you proposing that the -- if we go

8 with the five-day and the increased time level

9 with the same percentage benchmark that the

10 Critical Z will not apply to those, Critical

11 Z --

12 MR. DYSART: That's an issue I'll

13 get back with you on all those.

14 MR. SRINIVASA: Because it's a new

15 benchmark that you're proposing. You're trying

16 to increase the days in that.

17 MR. DYSART: I'll have to take

18 that back and look at it.

19 MS. NELSON: Are there any of the

20 CLECs that want to address the -- have you

21 pretty much covered the outstanding issues, or

22 are there other outstanding issues?

23 MR. DYSART: I think, basically,

24 what we're proposing is going back to the way it

25 was with the exception of the BRI.

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1 MS. NELSON: Are there any CLECs
2 that want to make any comments at this point in
3 time recognizing that, of course, you can file
4 responses. But if you want to discuss it at
5 this point --

6 MR. COWLISHAW: Yeah, I think we
7 would probably take a look at the BRI in our
8 comments, but, in general, yeah, this is
9 responsive to the concerns we addressed
10 Wednesday.

11 MS. NELSON: So then Southwestern
12 Bell proposes to return it to the way it was
13 except with respect to the BRI loops where you
14 have a new proposal?

15 Okay. Let's move on then to --

16 MR. DYSART: 55.2.

17 MS. NELSON: -- 55.2.

18 MR. SRINIVASA: 55.1 is DSL.

19 MR. DYSART: On 55.2 we agreed to
20 change the word "good" in the first sentence of
21 the definition to "accurate" and that
22 corresponding change in the business rule as
23 well. And then the only other change we made
24 was we put -- in the benchmark it has X as
25 defined as follows. We were going to put that

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1 up under the exclusion where it says, "Excludes
2 customer-requested due dates greater than X
3 business days." We're going to define that.

4 On this one we also had the issue, I
5 think, that AT&T raised. They would like this
6 disaggregated by FDT and CHC.

7 MS. NELSON: You have agreed to
8 that?

9 MR. DYSART: No, we haven't agreed
10 to that.

11 MR. COWLISHAW: I think our
12 position is this is the place -- this 55.2 and
13 56.1 are the places where the installation
14 interval or the timeliness in terms of LSR
15 versus due date, where that is captured for the
16 coordinated conversions and that the issues with
17 respect to the frame due time process and the
18 CHC process are different enough that the
19 potential for different performance is there,
20 and so it warranted the disaggregation.

21 I'm not sure the basis on which it
22 would be opposed. I think certainly the
23 disaggregation ought to be available in terms of
24 the availability to do it.

25 MR. DYSART: This is Randy Dysart

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1 with Southwestern Bell. I think -- I guess our
2 position is that typically, you know, we're
3 going to be developing a process to get raw
4 data, and that information will be in the raw
5 data. The other, I guess, issue is we're
6 talking a measurement now that we --
7 obviously -- 55.2 we don't pay penalties on so
8 it's not an issue. But I think further on the
9 disaggregation becomes an issue if now I'm
10 subject to penalties on one level, and now on
11 some of these other ones we are going to go
12 potentially to three levels where it would be
13 news, FTD, CHC.

14 If it's simply you want it for
15 diagnostic to gather information, we might be
16 more agreeable to that and have penalties
17 potentially subject to overall, particularly
18 until the raw data is readily available in the
19 future.

20 MS. NELSON: Mr. Dysart, wouldn't
21 you agree that it might be more efficient to
22 disaggregate it rather than be providing the raw
23 data all the time?

24 MR. DYSART: I couldn't argue on
25 that point. But I guess -- let me make another

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1 proposal. If we agree that these were not
2 subject to damages, that they're diagnostic and
3 that we will have the diagnostic on the overall,
4 then I think maybe we could agree to do that.

5 MR. SRINIVASA: You mean a penalty
6 on the overall --

7 MR. DYSART: On the aggregate, but
8 if you want for informational purposes to run
9 your business, then I think we could do that.

10 MS. NELSON: AT&T?

11 MS. BOURLIANOFF: What I'm
12 thinking, Randy, is -- I mean that's a step in
13 the right direction. I'm wondering if we could
14 get Southwestern Bell to report that for the
15 next six months, and, after we have a chance to
16 evaluate that, come back and consider, at the
17 next six-month review, whether it would be
18 appropriate to disaggregate for remedy purposes
19 also if we see that there really is a
20 consistently significant difference in the
21 performance provided for the two forms of
22 coordinated conversions.

23 MR. DYSART: This is Randy Dysart
24 with Southwestern Bell. I am not naive enough
25 to believe that we wouldn't be able to

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1 reconsider that. So everything is up for grabs
2 at the six-month review.

3 MR. COWLISHAW: I think our
4 concern is just that if you disaggregate it and
5 what you saw was that either CHC or FDT was
6 consistently out of whack and the remedy plan is
7 not operating to change that because of the
8 aggregation, then you would want to address
9 them.

10 MS. NELSON: So I think we have
11 agreement there. CHC and FDT will be
12 disaggregated for diagnostic purposes, but the
13 penalty will apply on aggregate numbers.

14 MR. SRINIVASA: Right now for
15 average installation there is no penalty.

16 MR. DYSART: That's true, but the
17 argument will be -- we've made the argument for
18 future ones that this may apply to so --

19 MR. COWLISHAW: 56.1, specifically
20 is a companion to this measure.

21 MR. SRINIVASA: That's a
22 percentage measure there. There is a penalty
23 associated.

24 MS. NELSON: Okay. So there's
25 agreement on this measure now. Is that correct?

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1 MR. SRINIVASA: Are you in
2 agreement with the benchmarks that are proposed
3 also, L&P, loop with L&P one to ten, four
4 business days, 11 to 20, eight business days and
5 greater than 20, 11 business days?

6 MR. DYSART: These are the same
7 that were before. This is just allowing -- we
8 won't exclude anything that happens after four
9 business days.

10 MR. COWLISHAW: We will have to
11 talk about that again in 56.1.

12 MR. DYSART: Yeah. I actually had
13 that clarified, and we're doing it this way.

14 MS. NELSON: Okay. Let's move on
15 to 56.

16 MR. DYSART: If you don't mind,
17 I'd kind of like to take 56 and 58 together
18 briefly here. Originally, we had proposed to
19 make a new 56 and delete 58. Well, the same
20 concern arose about wanting to keep 58. But I
21 think we did agree to change it as written here.
22 We are going to add a bullet that excludes
23 circuits captured in 56.1.

24 I don't think there is any other
25 disagreements except for BRI loops. That's an

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1 issue here also. The penalty level, though, by
2 keeping 56 and 58, which essentially measures
3 very similar things, they're both rated high.
4 So it would be my, I guess, recommendation to
5 keep the high level on 56 and eliminate on Tier
6 1 on 58 to be diagnostic; since they're very --
7 I think 56 actually encompasses more than 58
8 does, potentially.

9 MS. NELSON: Does any CLEC want to
10 respond?

11 MR. COWLISHAW: I'm trying to
12 think. We did it differently for the other --
13 for the POTS for 27, 28 and 29 and then for the
14 specials.

15 MR. DYSART: Yeah, the reason
16 being, on 27 and 43, we had an average that was
17 subject to damages. In this case 55 isn't. 56
18 is. But we've added so much more things in
19 here making a customer-desired due date versus X
20 days. So we have made this really be almost
21 like a missed due date measurement. So our
22 concern is under the old plan it made sense to
23 have them both as being high.

24 Under this plan, with this particular
25 measurement, it doesn't quite make as much sense

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1 here.

2 MR. SRINIVASA: 56 is Southwestern
3 Bell-caused missed due dates. The only
4 difference is that a customer can request a due
5 date, and you're considering that also in that
6 sense.

7 MR. DYSART: Correct. Originally,
8 we were going to have this replace 58, but there
9 was some concern about keeping 58 to be more in
10 line -- so we wouldn't lose some history just
11 for six months, but the damages really would be
12 for the same occurrence. We would just like one
13 of them to be diagnostic. My recommendation
14 would be 58 not be subject to the penalties, and
15 then you've got the new 56. You can continue to
16 track the due date.

17 MR. SRINIVASA: So 56 would Tier 1
18 and Tier 2 high, and 58 would be Tier 1 and Tier
19 2 none.

20 MS. NELSON: So the only issue
21 then remaining under 56 would be the BRI --

22 MR. DYSART: Correct.

23 MS. NELSON: -- issue?

24 MR. DYSART: I guess the
25 difference -- to point out the real difference

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1 here is 56 is benchmark; 58 is parity. So
2 that's really, as I see it, the only difference
3 in the two measurements.
4 MR. SRINIVASA: Now, 56 -- 58 is
5 already implemented, and, indeed, you are paying
6 damages and assessments on those.
7 MR. DYSART: That's correct.
8 MR. SRINIVASA: Are you going to
9 take a position 56 is new so it's got to wait
10 for three months before that can take into
11 effect or is that immediate?
12 MR. DYSART: No, immediate. It's
13 more of a missed due date. It's just a
14 benchmark versus a parity in this case.
15 MS. BOURIANOFF: Randy, I mean
16 here's a related question that I just was
17 thinking about that it affects some of the other
18 measures we've already talked about. On some of
19 them we have agreed to change where the measure
20 that the penalties apply to for Tier 2 purposes.
21 And, you know, for example, if we take the
22 penalties off of 58 and we put them on 56, you
23 answered Nara's question that 56 won't be
24 considered new, won't have to wait for three
25 months. But, for example -- well, it doesn't --

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1 MR. COWLISHAW: Even as you say
2 that, you're not going to have three months of
3 data under this new 56.
4 MR. DYSART: Let me throw this
5 option out. What if we just kept the new 56 as
6 diagnostic, made the old -- trying to get rid of
7 measures, but I'll have to add one
8 temporarily -- keep the old 56 with percent
9 within X days, and then pay damages on 56 the
10 old way as we did it and PM 58. Have the new PM
11 56 diagnostic, collect the data for six months.
12 And then, at the next six-month review, we
13 eliminate the old 56 and potentially eliminate
14 the old 58.
15 My dilemma is we change it so much that
16 we don't have -- it's measuring really missed
17 due dates.
18 MR. COWLISHAW: I mean, I think
19 the situation here is it's different from the
20 other ones because under the UNE measures, as
21 they've been today, there was no penalty on the
22 average. The penalty was on 56.
23 MR. DYSART: Right.
24 MR. COWLISHAW: The net of what's
25 going to happen, if we -- however we go, what

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1 seems to be happening is that one of the
2 penalties is going away. You're going to wind
3 up with still reporting three measures, 55, 56
4 and 58; but, whereas, what happened back in
5 resale and in specials, you just changed which
6 were the two penalties. Here you're actually
7 going to end up with only one penalty out of
8 these three measures unless we figure out a way
9 to put a penalty on the average measure.
10 MR. DYSART: I'm willing to go
11 back and collect the old 56 with penalties.
12 MR. COWLISHAW: I think our
13 preference, since it looks like the CLECs are
14 the ones who stand to have a measure with
15 penalties removed, would be until 56 proves in
16 with the new implementation of the CLEC
17 requested due date, that we leave the penalties
18 on the missed due date measure the way they have
19 been, and then we let 56 be diagnostic until we
20 can see the data and get --
21 MR. DYSART: So we want to make
22 the new 56 diagnostic, and that replaces the old
23 56? And then the penalties on 58 -- I'm fine
24 with that, no problem.
25 MS. BOURIANOFF: When we switch at

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1 the next six-month review, you've got the data,
2 and there's not an issue.
3 MR. DYSART: Sure. No problem.
4 MS. NELSON: Just for the record,
5 just to be clear, the reason you want to do that
6 is because there's not going to be three months
7 of data on the new 56?
8 MS. NELSON: Okay.
9 MR. DYSART: I'm fine with that.
10 MR. SRINIVASA: Okay.
11 MS. NELSON: So the only issue
12 then under 56 is BRI loops.
13 MR. DYSART: Correct.
14 MS. NELSON: And under 58 there
15 are no other issues. Is that correct?
16 MR. DYSART: That's correct.
17 That's parity.
18 MR. COWLISHAW: Right, 56 and 58
19 together.
20 MS. NELSON: Now, let's go back to
21 56.1 or 56.1 like we used to say before
22 Internet.
23 MR. DYSART: 56.1, we had agreed
24 to make the change similar to what we had done
25 in 56, where we were going to talk about this

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1 customer-requested due date. And then that
2 would have excluded the fourth bullet point. I
3 don't think we have the same issue on 56.1 as we
4 did on 56, do we?

5 MS. COWLISHAW: I'm sorry, which?

6 MR. SRINIVASA: It was percent
7 installation completed within industry
8 guidelines. You just replaced industry
9 guidelines with the customer-requested due date.

10 MR. DYSART: Unfortunately, this
11 goes back to the same three-month data issue,
12 and I'm trying to --

13 MR. COWLISHAW: Is the issue that
14 we talked about the other day that we need to
15 get some clarification around is there's a
16 reference. The business rules simply refer you
17 back to the 55.2, and, when we're trying to
18 define the due date that the customer can
19 request, so that if the number is included here
20 without having to be an expedited issue, we'd
21 have the issue about orders that come in before
22 three o'clock.

23 CLEC is entitled to request a three-day
24 due date, and orders that come in after 3:00 is
25 a four-day due date, and the same with the other

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1 levels of disaggregation. It's a seven-day or
2 eight-day for the 11 to 20, and, I think, 10 or
3 11 for the greater than 20, and we wanted
4 clarification about that.

5 MR. DYSART: And I've got that.

6 MR. COWLISHAW: Okay.

7 MR. DYSART: Basically, the way
8 it's implemented today is if you request a due
9 date greater than four days it's excluded.
10 That's the only way the order gets out.

11 MR. COWLISHAW: The question is --
12 and this came up on our call with Telcordia in
13 the -- it was a week ago today when we were
14 talking about the Telcordia review of the
15 newly-implemented measures. In the discussion
16 around 56.1, we bumped into this issue. It was
17 one they had raised, and the question from our
18 perspective is if we send you an order before
19 three o'clock, our understanding is that the
20 CLEC is entitled to a three-day due date for one
21 to ten loop with LNP order.

22 You're telling me you're not excluding
23 it from 56.1. The question is how are you
24 treating it for purposes of 56.1. It's percent
25 within X in effect. Is the X the way you're

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1 implementing it three days or four days?

2 MR. DYSART: Well, the purpose --

3 MR. COWLISHAW: If I send in an
4 order by three o'clock and you provision it in
5 four days, that should be a miss. And the
6 question is, in the way it's being implemented,
7 is that in fact a miss.

8 MR. DYSART: Yes. If the due date
9 on the order is -- say, you request a three-day
10 due date, and that's the due date on the order,
11 and we complete it in four days, it's a miss.
12 Now, if you request a due date that is five
13 days, it won't be in there, in this measurement
14 currently. Now, in the future it will be.

15 MR. COWLISHAW: I understand that.
16 I guess the question was -- you're telling me
17 yes now. When we went through this with
18 Telcordia -- Nara, I think you were on the
19 call -- when they looked at the coding or
20 however they went about looking at this measure,
21 they couldn't find anything that told them that
22 if the order came in before three o'clock that
23 it was getting the three-day due date rather
24 than the four-day.

25 MR. SRINIVASA: There's got to be

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1 the a code for orders prior to three o'clock and
2 orders later than three o'clock.

3 MR. DYSART: Really the issue of
4 the three- and four-day revolves around -- the
5 industry guidelines say that you get 24 hours
6 for an FOC. Now, we couldn't ask the CLECs to
7 guess when they were going to get an FOC back.
8 So we implemented if it's before 3:00 you can
9 request the same day due date. You don't have
10 to if you don't want to. You could request
11 whatever date you want. If it's after 3:00, you
12 can request a four-day due date.

13 That was for implementation so that we
14 didn't have to worry about the FOC time and get
15 into big squabbles about that. But the basic
16 rule doesn't change that you look at the
17 completion date compared to the due date. If we
18 give you that three-day due date, it's compared
19 to when we complete it.

20 If we miss it, we miss it. The same as
21 if you send it in after three o'clock, requested
22 a four-day due date, if we complete it within
23 the four days, great, we make it; if we don't,
24 we miss it. But it's still the basic rule
25 compares the completion to the due date.

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1 And I wasn't on the call with
2 Telcordia, so I'm not sure if they were thinking
3 we don't look at the three o'clock time frame or
4 *before or after to determine whether we could*
5 exclude it because if you send it in before
6 three o'clock and you than wanted a four-day due
7 date, technically, by the business rule, I guess
8 you could exclude that. We don't do that. You
9 can have either a three- or four-day due date.
10 We don't exclude it based on a three o'clock
11 time frame.

12 MR. COWLISHAW: The question I
13 think was if you call it in before or send it in
14 before three o'clock, does it get assigned, in
15 fact, the three-day due date so that X is three
16 days for that transaction as it should be. I
17 don't know whether Telcordia looked at the right
18 stuff to figure out whether that was being done.

19 MR. SRINIVASA: Well, when a FOC
20 is sent back to you, if you order the LSR --
21 when you send it in, it was prior to three
22 o'clock, then it is going to add three days to
23 whatever date it came and send you the FOC with
24 that due date unless you requested something
25 different.

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1 MR. DYSART: The only thing that I
2 do know is that if we give a three-day due date,
3 you request it and we FOC it back three days,
4 that is what it captures. If we give you back
5 the three-day due date and we do it in four,
6 that's not a make. That's a miss. I do know
7 that is the way that we look at that. Now,
8 whether or not -- if you're questioning if you
9 send it in before 3:00, if somebody gives you a
10 four-day due date, I don't know that. But I do
11 know that the measurement captures that piece.

12 MS. NELSON: So are there issues
13 remaining on 56.1?

14 MS. BOURIANOFF: Can I ask one
15 question, Randy?

16 MR. DYSART: Sure.

17 MS. BOURIANOFF: The way the
18 measure will be implemented not the issue about
19 the way it's been implemented; the definition is
20 percent installations completed within the
21 customer-requested due date. And what y'all are
22 going to be looking at for comparison purposes
23 of this performance measure is actually the due
24 date on the LSR, not the due date that was FOC'd
25 back.

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1 MR. DYSART: Well, yeah. This is,
2 I think, similar to other issues we talked
3 about. If it flows through -- it's the due date
4 that you've got. If however, for some reason --
5 and that is why we are collecting that data on
6 how many times it would change it, if it comes
7 back different, then it's really -- it's going
8 to be the due date that's on the FOC.

9 In this case, an industry guideline, we
10 should never return -- if you ask for a five-day
11 due date, that is what it should be -- based on
12 this one.

13 MS. NELSON: That's not what the
14 business rule under 55.2 says.

15 MR. COWLISHAW: Yeah, I thought
16 for 56 it's --

17 MR. DYSART: You're right. It's a
18 standard. It's a benchmark.

19 MR. COWLISHAW: Yeah. Our
20 understanding had been that the P's 56, 56.1
21 would both be driven off of the LSR requested
22 due date not the FOC.

23 MR. DYSART: That's correct
24 because it's a benchmark. You have a standard
25 interval you can request. That's right.

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1 MS. NELSON: And that's consistent
2 with the business rules.

3 MR. DYSART: Right.

4 MR. SRINIVASA: See, as to -- if
5 it's customer-requested due date.

6 MR. DYSART: Right.

7 MR. SRINIVASA: Now, for penalty
8 and Tier 2 damage purposes, are you going to
9 overlap the two? Apparently, you are going to
10 implement starting immediately. But previous
11 two months you're going to count it as it was
12 before and then say if you missed it for all
13 three months?

14 For example, 56.1 gets implemented in
15 July. You look at the May, June and then you
16 still count that, the three months. Right?

17 MR. DYSART: Correct.

18 MS. NELSON: Let's go off the
19 record for a second.

20 (Discussion off the record)

21 MS. NELSON: Okay, Mr. Dysart.

22 MR. DYSART: My question -- I
23 guess my concern is that the way we have redone
24 56.1, I believe, this is already reported
25 aggregated up in 58 again. So it's kind of a

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1 similar issue.
2 MS. NELSON: Well, how about if
3 we --
4 MR. COWLISHAW: Except I don't
5 know whether you're proposing to disaggregate 58
6 for CHC and FDT in the same way that you had
7 talked about doing it for 56.1. So it's in
8 there, but, to the extent it's in there, it's in
9 there with a big mix of other items.
10 MR. DYSART: True.
11 MR. COWLISHAW: Since we've given
12 up a whole penalty measure between 55 and 56 --
13 MS. NELSON: Is this something
14 that could be discussed over the lunch break and
15 then we could come back and talk about it?
16 MR. DYSART: With the other --
17 yeah, let me just get kind of an idea of where
18 we're at. What y'all are suggesting is just
19 carry forward the previous two months of this
20 data for Tier 2, add this one on there -- let me
21 think about that and then get back.
22 MS. NELSON: Your existing
23 performance is just fine. I don't think you
24 have anything to worry about.
25 MR. DYSART: I understand that. I

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1 just want to think it through, if that's okay.
2 I don't think there's an issue, but --
3 MR. SRINIVASA: Okay.
4 MS. NELSON: 56.1 is disaggregated
5 for coordinated hot cuts and framed due time.
6 MS. BOURIANOFF: I think on a
7 diagnostic basis they're going to disaggregate
8 that and pay the penalty on the combined basis
9 for the next six months.
10 MR. DYSART: That's correct.
11 MS. NELSON: Okay. When we come
12 back after lunch, then are we going to still be
13 talking about 56.1 and 58 together?
14 MR. DYSART: 58 I can -- I think
15 we're all in agreement, and I would do the CHC
16 FDT on a diagnostic basis also for that.
17 MS. BOURIANOFF: Okay.
18 MR. DYSART: I assumed you wanted
19 that.
20 MR. COWLISHAW: I think if we got
21 it on 56.1, that probably takes care of it.
22 MS. BOURIANOFF: I don't think we
23 actually need it on 58, Randy, because 56.1 is
24 showing that.
25 MR. DYSART: Okay. So I guess

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1 we're in agreement on 58. I guess there's --
2 there was one issue I think y'all brought up,
3 and that was the 5dB loop without test access
4 the different levels.
5 MS. NELSON: This is under 56.1?
6 MR. DYSART: It's actually under
7 58, under the benchmark with 5dB.
8 MR. SRINIVASA: Parity with
9 Southwestern Bell.
10 MR. DYSART: Non-switched -- if
11 there's still an issue from y'all's perspective,
12 we'll eliminate that.
13 MR. COWLISHAW: Okay.
14 MR. SRINIVASA: You're going to
15 eliminate --
16 MR. DYSART: No, no, we'll include
17 everything and not just, we'll eliminate that
18 little piece of it.
19 MR. COWLISHAW: We would continue
20 to report as it's been in the past.
21 MR. DYSART: We won't change.
22 MS. NELSON: Okay. This would
23 seem to be a good time to stop and take a lunch
24 break. Let's all be back at 1:00.
25 (Recess: 11:59 a.m - 1:10 p.m.)

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1 MS. NELSON: Let's go back on the
2 record. We have a new reporter, so at least for
3 the first time that you speak today, please
4 identify yourself for the record. Let's go back
5 to 56.1, and I believe Southwestern Bell was
6 going to report after they had a chance to
7 digest some information over the lunch hour.
8 MR. DYSART: This is Randy Dysart,
9 Southwestern Bell. I believe the issue was
10 would we go ahead and count 56.1 the first month
11 that we reported the new way. We're agreeable
12 to that.
13 I also have some -- we also digested
14 the proposal from AT&T regarding the
15 disaggregation or comparison to business for
16 Southwestern Bell as it's related to 8dB loops
17 for the maintenance measurements. We're
18 agreeable to do that.
19 MS. NELSON: Okay. Are there
20 still any issues on here?
21 MS. BOURIANOFF: Well, Donna, I
22 think if Southwestern Bell is agreeable to
23 comparing the UNE maintenance measures to SWBT
24 business retail, that should address our overall
25 concern that we raised about the

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1 business/residential disaggregation that carries
2 through all these measures.
3 MR. DYSART: One note, I think
4 Michelle pointed out earlier that, you know, if
5 at the six-month review, we determine that maybe
6 it's not a 100 percent business, it's a 90
7 percent/10 percent, that there may be some
8 ability to make an adjustment to that benchmark.
9 JUDGE NELSON: And that's
10 certainly true for everything that we do over
11 this review period.
12 Okay. So 58 we had finished. Move on
13 to 59. And I know we've discussed this at some
14 length earlier, because it ties into some of the
15 other measures.
16 MR. DYSART: Yeah. On 59, there
17 was a couple, I believe, different issues that
18 we had discussed in our meeting. I think one
19 revolved around the issue of the 30 days, and I
20 think we've already discussed that.
21 MS. NELSON: You mean the matching
22 up?
23 MR. DYSART: The matching, the
24 mismatch. I'm sorry.
25 MR. SRINIVASA: So can you collect

1 basis.
2 MR. COWLISHAW: We're okay with
3 that. Pat Cowlishaw with AT&T. That's
4 acceptable for the next go around.
5 MR. DYSART: And the issue was on
6 the 5dB loops without test access in this
7 case -- with test access and without test
8 access. It had been compared to ^voice grade
9 private line for Southwestern Bell. I believe
10 that was an issue with AT&T and the other CLECs.
11 We agree to we move that where it says, "parity
12 with Southwestern Bell nonswitched FDPL." We'll
13 just make it all voice-grade private line.
14 MR. COWLISHAW: And is there still
15 a proposal to change the benchmark for -- to
16 modify the benchmark for the 8dB loop with test
17 and without access, the feature supercede thing,
18 or is that being withdrawn, as well? Right
19 above where you were -- I thought when we talked
20 about 58 --
21 MR. DYSART: Yeah. That was an
22 issue, also. I don't think I mentioned it on
23 58. I just mentioned the one. I think this is
24 an issue I'd like y'all to consider since what
25 we're trying to do here is make sure that with C

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1 the data similar to five, ten, 20 and 30 days,
2 if you can collect the data?
3 MR. DYSART: Yes. The other issue
4 that we talked about that came up as an issue
5 was on the exclusions, the sixth bullet point
6 excludes loops without test access. We would
7 modify that to say, "Excludes loops without test
8 access for BRI only." It could include the test
9 access, not test access for 8dB loops, 5dB
10 loops, and the reason BRI is due to the IDSL.
11 That generates a lot more I30 reports, which is
12 a bit different than the just the 8dB, 5dB.
13 MR. SRINIVASA: You may want to
14 send this language to the DSL providers.
15 MR. DYSART: Correct. We will do
16 that.
17 MS. NELSON: Okay. So the 30-day
18 mismatch issue. What other issues are there,
19 then? And the BRI issue.
20 MR. DYSART: I believe there was
21 the issue on CHC FDT breakdown.
22 MS. NELSON: And Southwestern Bell
23 is opposed to that?
24 MR. DYSART: We will do that with
25 the caveat that the damages apply on the overall

1 orders, the feature type, if it's just a
2 feature, it really isn't the same as it is for
3 the CLEC which is typically those aren't feature
4 issues because it's a loop and there's no switch
5 involved. And what we're trying to do here is
6 just exclude any of those, just like a Call
7 Waiting, Call Forwarding type thing.
8 MS. NELSON: And there's
9 disagreement on that?
10 MR. COWLISHAW: Yes. There is for
11 a couple of reasons. The main one being, at
12 this point, I think we asked during our session
13 on Wednesday about we know what the parity
14 comparison has been through the data that has
15 been used up until now, and we can look at that
16 and understand what that performance has been.
17 We pose the question, what does Southwestern
18 Bell's parity comparison look like if you remove
19 from the data the C orders, and the answer was
20 that information wasn't -- I mean, it wasn't
21 available Wednesday.
22 And so we're being asked to change the
23 benchmark in effect without knowing what we're
24 changing it to. And if Southwestern Bell were
25 to come in in the six-month review and provide

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1 some data explaining what it is they're
2 proposing to change it to and why. I mean, I
3 understand the concept, but without knowing the
4 impact, it doesn't seem to be something we can
5 just agree to without knowing what kind of a
6 parity criterium that leaves us with.

7 And, you know, I guess I'd note that on
8 the UNE-P side, because this used to be -- this
9 is an issue that was previously raised under the
10 business rule in the business rule development
11 process. The UNE-P side, the orders that AT&T
12 or others send who might be doing conversions to
13 a UNE-P type service or to a resale, those are
14 basically C orders in Southwestern Bell's
15 systems. And they're compared throughout
16 Measures 27 through 40 -- or 27 through 35, to a
17 parity comparison that's made up of a lumped
18 together aggregate NT&C retail performance.

19 So if we're going to start trying to
20 slice it more thinly in one area, we probably
21 ought to try to do the same thing, or look at it
22 elsewhere.

23 MS. NELSON: Mr. Dysart, would you
24 respond to the issue of not providing the data
25 to the CLEC so that they could evaluate the

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1 there are no features that we would provide, in
2 this case, because we don't have the switch, we
3 were trying to make it a little more comparable.
4 We're in the situation that Mr. Cowlshaw
5 describes. There's a lot of software things
6 going on in UNE-P. It's somewhat comparable to
7 just a normal software change because the
8 interval is the same. So I think it's a little
9 different, but we would be happy to provide the
10 data, and I understand --

11 MR. SRINIVASA: Do you think that
12 if, you know, the C orders mostly involved
13 changes because it's a UNE loop, there may not
14 be any feature change? So essentially when you
15 remove the C orders from this group, it's zero.

16 MR. DYSART: Well, what we're
17 talking about removing it from is the retail
18 comparison to make the retail a little more like
19 the UNE loop. And that's where we're -- what
20 we're trying to do. If we need data before we
21 can do that, we can provide the data, and then
22 we -- I mean, it's up --

23 MR. LOCUS: This is John Locus
24 with Southwestern Bell. The C orders we're
25 talking about excluding are not all C orders.

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1 change that this would mean, the exclusion.

2 MR. DYSART: This is Randy Dysart,
3 Southwestern Bell. We would be happy to provide
4 the data that looks at it in this manner.
5 That's not a problem to do that.

6 MR. SRINIVASA: Should we wait
7 until you provide the data and then have a
8 chance to review that, and then reconsider
9 whether or not we need to change this?

10 MS. NELSON: AT&T's argument is
11 pretty compelling that without them having an
12 opportunity to look at the data and see what the
13 actual affect on this measurement. So I guess
14 my question would be, at a minimum, when could
15 you provide the data?

16 MR. DYSART: When could we provide
17 it?

18 MS. NELSON: Right.

19 MR. DYSART: I'd have to verify
20 when. Just to make one comment, and then
21 I'll -- we don't have a problem providing the
22 data. That's not at all an issue. And I
23 understand AT&T's concern. Our concern simply
24 is to try to get -- since this is -- we're
25 dealing with a loop, and there are no CO -- or

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1 It would just be the C orders that only would
2 contain feature changes in the switch. And
3 clearly on the 8dB loops that we sell on the
4 wholesale environment, there are no switch
5 features that are sold. That's very different
6 than the Measures 27 through 42 where there are
7 switch features being sold.

8 And so on those measures, it is
9 appropriate to include feature changes, as well
10 as everything else. In the loop-only orders,
11 though, it doesn't make much sense to include
12 those. Now, as Randy says, we can provide the
13 data, but what you will see there will be a lot
14 fewer orders on the Southwestern Bell side when
15 you take out the base of switch feature only
16 type orders.

17 MR. COWLISHAW: And we'll be glad
18 to look at data and work from where that goes.
19 On the -- my point was not that there aren't
20 features on UNE-P orders, but that processing a
21 UNE-P conversion looks precisely the same in the
22 Southwestern Bell systems as making a
23 feature-only change on the retail side. And so
24 if we're going to try and get down at another
25 level of detail to what's the precise comparison

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1 between the order types, then in the same way
2 that they're suggesting taking these
3 feature-only changes out on unbundled loops, we
4 probably -- that's going to take us in the
5 direction of looking at comparing UNE-P
6 conversion orders strictly the provisioning
7 intervals and I-report type performance for
8 C-only Southwestern Bell retail.

9 MS. NELSON: Mr. Dysart, are
10 you -- is Southwestern Bell willing to provide
11 the data at some point in the future and agree
12 to -- and you can say no to this -- but agree to
13 reconsider this issue in six months, but take
14 out the exclusion at this point?

15 I guess my concern is neither staff nor
16 the CLECs will have an opportunity, given the
17 time frame we're operating under, to evaluate
18 that in time for us to make a recommendation to
19 the Commissioners.

20 MR. DYSART: That's fine. We'll
21 do that.

22 MS. NELSON: Okay. Thank you. So
23 then the issues right now under -- just to sum
24 up -- under PM 59 are the mismatch issue and the
25 BRI loop exclusion.

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1 MR. SRINIVASA: That you'll have
2 to provide that to the IDSL and DSL providers.

3 MR. DYSART: That's correct.
4 That's the only thing.

5 MR. SRINIVASA: And, also, did you
6 get any response, you know, in the DSL loops
7 line sharing, 7 percent that's -- you know, some
8 of the DSL providers were supposed to provide
9 with counter proposals. Have you gotten that?

10 MR. DYSART: This is Randy Dysart,
11 Southwestern Bell. I haven't received anything
12 yet. Now, if it came in my e-mail in the last
13 day or so, then I could have, but to my
14 knowledge, I haven't received anything.

15 MS. NELSON: Okay. Well, that
16 likely will be addressed in the filings made by
17 Southwestern Bell, and then by the CLECs. And
18 then, if necessary, staff may have follow-up
19 questions on the 26th. And I'll announce that,
20 because I know there are people here who have
21 not been here the past few days. I'll announce
22 that schedule at the end of today's meeting.

23 Okay. 59.1, it looks to be a -- was
24 suggested by a DSL company, but it doesn't look
25 to be just a DSL measure.

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1 MR. COWLISHAW: And, Your Honor --
2 Pat Cowlishaw -- I think behind the one that is
3 in business rule format, there's a parallel AT&T
4 suggestion. So we were at least a co-sponsor of
5 this concept. And I believe that in light of
6 the agreement that was reached this morning on
7 Performance Measure 35, and the fact that we
8 have a provisioning trouble report measure being
9 agreed to for coordinated conversions in what
10 will be new PM 115, that, at least at the
11 present time, we're not aware of -- there may be
12 other things that could fall into this category
13 and be captured, but we would not pursue 59.1
14 as a separate measure at this time. And I
15 obviously can't speak for whether there's
16 something left for Rhythms and Covad, but we're
17 okay with leaving it where it is.

18 MR. DYSART: PM 60, I think we've
19 agreed to that. PM 61, I have that we've
20 agreed. PM 62, I have we've agreed.

21 MR. COWLISHAW: I have a note on
22 62 that in the business rule, in the second
23 line, where it says "the FOC due date," that
24 that was going to become the CLEC-requested due
25 date. And if I'm looking at one iteration out

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1 of --

2 MR. DYSART: I think you're
3 correct. I was trying to read my note, and I
4 couldn't understand what it meant. So you
5 refreshed my memory.

6 MS. BOURIANOFF: I think you
7 indicated, Randy, you were going to mirror the
8 language in 56 and 32.

9 MR. DYSART: Right.

10 MS. BOURIANOFF: Do we need a
11 benchmark for this measure?

12 MR. SRINIVASA: The page next to
13 this, there's a whole bunch of benchmarks.

14 MS. BOURIANOFF: Okay.

15 MR. DYSART: And, again, on this,
16 it --

17 MR. SRINIVASA: 8dB loop with test
18 access --

19 MR. COWLISHAW: This is a parity.

20 MR. DYSART: All the comments I
21 made before, the agreements on the 5dB, and
22 obviously the 8dB, those stand here also.

23 MR. COWLISHAW: The net effect is
24 for 62, the existing parity comparisons would
25 continue to be used?

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1 MR. DYSART: Yeah. We wanted to
2 say C measurement --
3 MR. COWLISHAW: I guess it's 58.
4 MR. DYSART: 58. Yeah.
5 MS. NELSON: Okay. Measure
6 No. 63.
7 MS. BOURIANOFF: I'm sorry.
8 Randy, before we go on, under the calculation,
9 you're changing the business rule to reflect the
10 customer-requested due date. I think the
11 calculation needs to be changed also so it's
12 completion date minus customer-requested date
13 instead of committed.
14 MR. DYSART: Correct.
15 MS. NELSON: No. 63, it looks like
16 there is a DSL issue still remaining. That may
17 have been resolved at the June 1 meeting.
18 MR. DYSART: This is Randy Dysart.
19 I think it has. I don't think it's an issue of
20 the measurement per se. I don't think there's a
21 disagreement that it shouldn't be
22 customer-caused misses. I think there was a
23 discussion about the different codes we used.
24 MR. SRINIVASA: It used to be Tier
25 1 load. Everyone agrees that it should be

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1 diagnostic now rather than 30 days?
2 MR. DYSART: I believe we had
3 already agreed to that issue.
4 MS. NELSON: 64.
5 MR. DYSART: 64, we'll go ahead
6 and make that same change where we'll move
7 into 58. Then this measure will be eliminated.
8 MS. NELSON: Okay. No. 65.
9 MR. DYSART: No. 65, what I'd like
10 to propose is that, again, excludes loops
11 without test access. That's only for, again,
12 BRI. We'll have to send that to the DSL folks.
13 Then I would propose to do 65, as far
14 as the last exclusions, 59 and 69, do it the
15 same methodology as we did as we did in, I
16 believe, specials where we had 65.1. Keep 65
17 with everything. 65.1 would be what we would
18 pay the damages on, and that would be excluding
19 PM 59 and 69.
20 MR. SRINIVASA: Okay.
21 MR. COWLISHAW: I think that's
22 fine, and I won't need to repeat my speech.
23 The -- you said specials. I think that we did
24 it with POTS.
25 MR. DYSART: Okay. Whichever one.

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1 I couldn't remember.
2 MR. SRINIVASA: But for the Tier 2
3 purposes, you'll go ahead for the next three
4 months, or you're going to do overlapping? For
5 65, you're going to pay -- you're going to
6 continue Tier 1 and Tier 2. Right? Are you
7 going to --
8 MR. DYSART: 65 will be
9 diagnostic. 65.1 will be Tier 1/Tier 2. If you
10 want to go ahead and do -- we will continue --
11 we'll do the same thing we did on the previous
12 one, whichever one that was.
13 MR. COWLISHAW: Well, I think this
14 one goes the other direction.
15 MS. BOURIANOFF: Well, what I hear
16 you saying, Randy, is 65.1 will be the one that
17 you pay Tier 2 damages on, but for purposes of
18 calculating the Tier 2 damages, you'll look at
19 the historical reported data on Performance
20 Measure 65.
21 MR. DYSART: Correct.
22 MS. BOURIANOFF: Okay.
23 MS. NELSON: Okay. No other
24 issues on that measure?
25 MR. DYSART: I don't believe there

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1 is, at least from this group's perspective.
2 There may be a DSL issue.
3 MR. COWLISHAW: On the benchmark,
4 did you say --
5 MR. DYSART: Yeah. We'll get rid
6 of that. That excludes the services ^BATIC.
7 MR. COWLISHAW: All right. So the
8 only new language that would appear under
9 benchmark is the DSL related language.
10 MR. DYSART: Correct.
11 MS. BOURIANOFF: And, Randy, I
12 know this is an issue that Judge Srinivasa
13 normally raises, but is the Critical Z still
14 going to apply?
15 MR. DYSART: I appreciate someone
16 different raising the issue.
17 MR. COWLISHAW: We're all sure you
18 do.
19 MR. DYSART: But I'll take all
20 these issues of the Critical Z back and take a
21 look at them. I'll come up -- at our Thursday
22 filing, you'll see whether -- if we eliminated
23 Critical Z or not, and I would expect you would
24 want -- would probably comment on those.
25 MS. NELSON: PM 66.

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1 MR. DYSART: I think we've agreed
2 to that one. Actually, in the meeting, we took
3 off, "other than 8dB loops with test access,"
4 the second bullet, which 8dB loops with test
5 access are not UNE combos. So it didn't seem
6 applicable there. But I think we're in
7 agreement on that.
8 MS. NELSON: PM 67.
9 MR. DYSART: Again, the only
10 change I would propose, and that's, "excludes
11 loops without test access," the fourth bullet,
12 and that's BRI. And then I don't believe
13 there's any other issues.
14 MS. BOURIANOFF: Randy, are you
15 going to make the same change to the benchmark?
16 MR. DYSART: Yeah. I will make
17 that throughout, wherever else it appears.
18 68, we agreed to eliminate. Again, on
19 69, BRI in the fourth bullet, is the only
20 exclusion without test access, and the benchmark
21 change. And I believe that's it.
22 MS. NELSON: So the exclude the
23 services BA, and that under the 5dB loops will
24 be taken off.
25 MR. DYSART: Right.

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1 MR. SRINIVASA: That's it.
2 MS. NELSON: Okay. Let me go over
3 the schedule. That's it for the measures that
4 are up for consideration today. For the people
5 who were not here yesterday or earlier today,
6 I'm going to outline the schedule that we've set
7 up.
8 Southwestern Bell will file -- let me
9 just start over. Throughout the past several
10 sessions, Southwestern Bell has indicated times
11 that they will revise the language. Some
12 language has been revised and given to us in the
13 version that was handed out at the 66 meeting.
14 But since that meeting, Southwestern Bell has
15 agreed to some language changes. They will
16 include language -- the language changes to the
17 performance measures and the business rules, and
18 rationale for either language they're proposing,
19 changes they're proposing or rejection of CLEC
20 changes, and the rationale justification for
21 that, and file that by the 15th, next Thursday.
22 CLECs will have until the 22nd to file
23 a response, including any proposed new language
24 and responses to Southwestern Bell's language.
25 MS. BOURIANOFF: Judge Nelson, to

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1 clarify that, CLECs will have until the 22nd to
2 file a response. Is that correct?
3 MS. NELSON: Yes. The 22nd.
4 Let's go off the record for just a second.
5 (Discussion off the record)
6 MS. NELSON: Okay. It just
7 occurred to me that there may be instances,
8 especially like when the DSL carriers haven't
9 seen some of the language until Monday, there
10 may be instance where Southwestern Bell will
11 propose certain language, and it's been
12 discussed or it hasn't been discussed, that the
13 CLECs will come back with counter language. And
14 what I would like to do is include a reply time
15 frame or rebuttal time frame for Southwestern
16 Bell. So that will be due, let's say, by 8:00
17 or 9:00 a.m. on the 26th, which is Monday. And
18 then staff will be holding a session in case
19 staff has questions on the 26th from 12:00 until
20 6:00. And then our goal is to take it up to the
21 Commissioners at the July 12 open meeting.
22 Let's go off the record for a minute.
23 (Discussion off the record)
24 MS. NELSON: Let's go back on the
25 record. Okay. Are there any other issues that

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1 need to be discussed today? Mr. Drummond.
2 MR. DRUMMOND: Eric Drummond on
3 behalf of Rhythms. We had a proposal to modify
4 PM 14.1. And I received a copy of that from the
5 Rhythms this morning. We discussed making a
6 modification or two to it that might more
7 accurately reflect our discussion yesterday.
8 And haven't received that back. I think what we
9 would like to do is, as soon as I receive it
10 this afternoon, furnish it by e-mail to everyone
11 or first thing Monday morning.
12 MS. NELSON: Okay. Thank you. Is
13 that acceptable to Southwestern Bell?
14 MR. DYSART: That's fine with
15 Southwestern Bell.
16 MS. NELSON: Okay. Thank you.
17 Let's adjourn.
18 (The workshop was adjourned at
19 1:40 p.m.)
20
21
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1 C E R T I F I C A T E
2 STATE OF TEXAS)
3 COUNTY OF TRAVIS)
4
5 We, Lou Ray and Rachelle Latino,
6 Certified Shorthand Reporters in and for the
7 State of Texas, do hereby certify that the
8 above-mentioned matter occurred as hereinbefore
9 set out.
10
11 WE FURTHER CERTIFY THAT the proceedings
12 of such were reported by us or under our
13 supervision, later reduced to typewritten form
14 under our supervision and control and that the
15 foregoing pages are a full, true and correct
16 transcription of the original notes.
17
18 IN WITNESS WHEREOF, we have hereunto
19 set our hand and seal this 12th day of June
20
21 2000.
22
23 LOU RAY
24 Certified Shorthand Reporter
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